

1. REQUISITION NUMBER: _____ PAGE OF: 1 47
 2. CONTRACT NO. HSCewa-08-D-00001
 3. AWARD/EFFECTIVE DATE 10/01/2007
 4. ORDER NUMBER: _____
 5. SOLICITATION NUMBER HSCeca-07-B-00001
 6. SOLICITATION ISSUE DATE 09/07/2007

7. FOR SOLICITATION INFORMATION CALL:  a. NAME Gilbert Olivas
 b. TELEPHONE NUMBER (No collect calls) 203-236-7931 X-261
 8. OFFER DUE DATE/LOCAL TIME MT

9. ISSUED BY CODE ICE/FPS/WEST
 ICE/FPS/West CCG/Region 10
 Immigration and Customs Enforcement
 Federal Protective Service
 Office of Acquisition Management
 Federal Ctr, Bldg 44, PO Box 25266
 Denver CO 80225
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 561110
 SIZE STANDARD: \$6.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS 1% Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING _____
 14. METHOD OF SOLICITATION
 IRFQ IFB RFP

15. DELIVER TO CODE _____
 16. ADMINISTERED BY CODE ICE/FPS/WEST C
 ICE/FPS/West CCG/Region 10
 Immigration and Customs Enforcement
 Ofc of Acquisition Management - FPS
 Federal Ctr, Bldg 44, PO Box 25266
 Attn: Gilbert Olivas
 Denver CO 80225

17a. CONTRACTOR/OFFEROR CODE 7800495030000 FACILITY CODE _____
 WESTMORELAND/GTGS JV 0206RP27946
 3975 E. 56TH AVE UNIT #A8
 COMMERCE CITY CO 800223633
 18a. PAYMENT WILL BE MADE BY CODE _____
 DHSICE
 Burlington Finance Center
 Attn: FPS Region 10 Invoice
 P.O. Box 1279
 Williston VT 05495-1279
 TELEPHONE NO. _____


17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	This is an IDIQ established through the procedures set forth at FAR Part 13. The total amount of award: \$0.00. The obligation for this award is shown in box 26. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				0.00

25. ACCOUNTING AND APPROPRIATION DATA
 Obligation occurs under individual task orders.
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. Westmoreland/GTGS' OFFER DATED 09/14/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print) _____
 30c. DATE SIGNED _____
 31b. NAME OF CONTRACTING OFFICER (Type or print) Gilbert Olivas
 31c. DATE SIGNED 9/28/07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PA D BY _____

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____
 41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____
 42c. DATE RECD (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

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Section B
Services and Prices

- B1. Indefinite Delivery/Indefinite Quantity Contract: The Offeror agrees to the terms of this contract exclusively with the Department of Homeland Security, Immigration and Customs Enforcement, Federal Protective Service. The offeror shall promptly furnish the supplies and/or services ordered under this contract as stated herein.

- B2. Using the proposed fully burdened hourly rate, task orders will be priced on a monthly basis. Task Orders will span 12 months, unless prevented by special circumstances. The fully burdened hourly rate shall represent the hourly rate charged to the Government and shall include the straight rate paid, fringe, payroll taxes, and the incumbent's cost of doing business. A breakdown of the hourly rate shall be provided as part of your proposal for the purpose of future wage adjustments under the Service Contract Act (SCA). A sample for the breakdown is located in Section J of this solicitation. Services may be provided on a fixed price basis, and on occasion, on a time and material/labor hour basis. The Government shall write a determination that no other type of contract will suffice when services will be supplied on a time and material/labor hour basis before requesting such work.

- B4. The Offeror will not provide services on federal holidays under the resultant contract.

- B5. Optional price schedules may be exercised unilaterally by the Government.

- B6. Service Contract Act Wage Determinations: The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the applicable Wage Determinations which are listed below and attached. As applicable, the offeror shall also be responsible for complying with all other requirements of the Federal and State Labor laws. If/when services or positions are required in states/counties not identified below, additional wage determinations will be issued and the Government and Offeror shall negotiate fully burdened hourly rate (excluding profit) adjustment for these task orders at that time.

Using the template provided in Attachment 1 to this solicitation, each company is asked to provide a breakdown of its fully burdened rate for each position. Please insert the fully burdened hourly rate applicable to each location in the schedule below. These rates may be adjusted annually in accordance with FAR clause 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).

Location: _____

Washington	Wage Determination 2005-2563 Rev. 1
Idaho	Wage Determination 2005-2159 Rev. 1
Oregon	Wage Determination 2005-2441 Rev. 4
Utah	Wage Determination 2005-2531 Rev. 3
Colorado	Wage Determination 2005-2081 Rev. 3
Montana	Wage Determination 2005-2317 Rev. 3

- B7. Applicable Occupation Code and Title: Each offeror shall choose and identify the labor category it deems appropriate, and identify that category in the Schedules below. An SCA Directory of Occupations which defines all occupation descriptions/requirements can be

found at:

<http://www.dol.gov/esa/regs/compliance/whd/wage/SCADirV5/SCADirectVers5.pdf>

- B8. Performance: The contract's performance period shall begin as indicated in the schedules below and proceed for one calendar year, which will be the basic contract ordering period. The total aggregate value of all task orders placed under the contract cannot exceed a ceiling price of \$5,000,000 over a period of seven years. The guaranteed minimum is \$50,000 over a period of seven years.
- B9. Estimated Quantities: Following are the estimated quantities needed per period. For the purpose of evaluating offers, and for no other purpose, the following estimated quantities will be considered.

Estimated Hours Breakout By CLIN, per B.9

Base Period						
Period of Performance: October 1, 2007 - September 30, 2008						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
1001	2	WA 2005-2563 Rev. 1	General Clerk III	██████████	2000	██████████
1002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
1003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
1004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
1005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
1006	3	CO 2005-2081 Rev. 3	Accounting Clerk III	██████████	2000	██████████
1007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
1008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
			Schedule Total:		21328	\$520,692.11
Option 1--Schedule 2						
Period of Performance: October 1, 2008 - September 30, 2009						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
2001	2	WA 2005-2563 Rev. 1	General Clerk IV	██████████	2000	██████████
2002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
2003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
2004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
2005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
2006	3	CO 2005-2081 Rev. 3	Accounting Clerk II	██████████	2000	██████████
2007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
2008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
			Schedule Total:		21328	\$536,312.87

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Option 2--Schedule 3						
Period of Performance: October 1, 2009 - September 30, 2010						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
3001	2	WA 2005-2563 Rev. 1	General Clerk IV	██████████	2000	██████████
3002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
3003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
3004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
3005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
3006	3	CO 2005-2081 Rev. 3	Accounting Clerk II	██████████	2000	██████████
3007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
3008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
				Schedule Total:	21328	\$552,402.26
Option 3--Schedule 4						
Period of Performance: October 1, 2010 - September 30, 2011						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
4001	2	WA 2005-2563 Rev. 1	General Clerk IV	██████████	2000	██████████
4002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
4003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
4004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
4005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
4006	3	CO 2005-2081 Rev. 3	Accounting Clerk II	██████████	2000	██████████
4007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
4008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
				Schedule Total:	21328	\$568,974.33

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Option 4--Schedule 5						
Period of Performance: October 1, 2011 - September 30, 2012						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
5001	2	WA 2005-2563 Rev. 1	General Clerk IV	██████████	2000	██████████
5002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
5003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
5004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
5005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
5006	3	CO 2005-2081 Rev. 3	Accounting Clerk II	██████████	2000	██████████
5007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
5008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
				Schedule Total:	21328	\$586,043.55
Option 5--Schedule 6						
Period of Performance: October 1, 2012 - September 30, 2013						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
6001	2	WA 2005-2563 Rev. 1	General Clerk IV	██████████	2000	██████████
6002	1	WA 2005-2563 Rev. 1	General Clerk II	██████████	2000	██████████
6003	1	ID 2005-2159 Rev. 1	General Clerk II	██████████	1664	██████████
6004	1	OR 2005-2442 Rev. 4	General Clerk II	██████████	1664	██████████
6005	4	CO 2005-2081 Rev. 3	General Clerk II	██████████	8000	██████████
6006	3	CO 2005-2081 Rev. 3	Accounting Clerk II	██████████	2000	██████████
6007	4	UT 2005-2531 Rev. 3	General Clerk II	██████████	2000	██████████
6008	4	MT 2005-2317 Rev. 3	General Clerk II	██████████	2000	██████████
				Schedule Total:	21328	\$603,624.86

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Option 6--Schedule 7						
Period of Performance: October 1, 2013 - September 30, 2014						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Hourly Wage (per hour)</u>	<u>Estimated Quantity (hours)</u>	<u>Total Price</u>
7001	2	WA 2005-2563 Rev. 1	General Clerk III	████████	2000	████████
7002	1	WA 2005-2563 Rev. 1	General Clerk II	████████	2000	████████
7003	1	ID 2005-2159 Rev. 1	General Clerk II	████████	1664	████████
7004	1	OR 2005-2442 Rev. 4	General Clerk II	████████	1664	████████
7005	4	CO 2005-2081 Rev. 3	General Clerk II	████████	8000	████████
7006	3	CO 2005-2081 Rev. 3	Accounting Clerk III	████████	2000	████████
7007	4	UT 2005-2531 Rev. 3	General Clerk II	████████	2000	████████
7008	4	MT 2005-2317 Rev. 3	General Clerk II	████████	2000	████████
				Schedule Total:	21328	\$621,733.61

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Contract Summary

Base	\$520,692.11
Option 1	\$536,312.87
Option 2	\$552,402.26
Option 3	\$568,974.33
Option 4	\$586,043.55
Option 5	\$603,624.86
Option 6	\$621,733.61
Total	\$3,989,783.59

Monthly Pricing Breakout (per B2)

Base Period						
Period of Performance: October 1, 2007 - September 30, 2008						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
1001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
1002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
1003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
1004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
1005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
1006	3	CO 2005-2081 Rev. 3	Accounting Clerk III		166.67	
1007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
1008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$43,391.01
Option 1--Schedule 2						
Period of Performance: October 1, 2008 - September 30, 2009						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
2001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
2002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
2003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
2004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
2005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
2006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
2007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
2008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$44,692.74
Option 2--Schedule 3						
Period of Performance: October 1, 2009 - September 30, 2010						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
3001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
3002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
3003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
3004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
3005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
3006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
3007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
3008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$46,033.52

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Option 3--Schedule 4						
Period of Performance: October 1, 2010 - September 30, 2011						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
4001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
4002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
4003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
4004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
4005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
4006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
4007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
4008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$47,414.53
Option 4--Schedule 5						
Period of Performance: October 1, 2011 - September 30, 2012						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
5001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
5002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
5003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
5004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
5005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
5006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
5007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
5008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$48,836.96
Option 5--Schedule 6						
Period of Performance: October 1, 2012 - September 30, 2013						
CLIN	Functional Area	Wage Determination	Labor Category	Fully Burdened Pay Rate	Monthly Hours	Monthly Totals
6001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
6002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
6003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
6004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
6005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
6006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
6007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
6008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$50,302.07

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Option 6--Schedule 7						
Period of Performance: October 1, 2013 - September 30, 2014						
<u>CLIN</u>	<u>Functional Area</u>	<u>Wage Determination</u>	<u>Labor Category</u>	<u>Fully Burdened Pay Rate</u>	<u>Monthly Hours</u>	<u>Monthly Totals</u>
7001	2	WA 2005-2563 Rev. 1	General Clerk III		166.67	
7002	1	WA 2005-2563 Rev. 1	General Clerk II		166.67	
7003	1	ID 2005-2159 Rev. 1	General Clerk II		138.67	
7004	1	OR 2005-2442 Rev. 4	General Clerk II		138.67	
7005	4	CO 2005-2081 Rev. 3	General Clerk II		666.67	
7006	3	CO 2005-2081 Rev. 3	Accounting Clerk II		166.67	
7007	4	UT 2005-2531 Rev. 3	General Clerk II		166.67	
7008	4	MT 2005-2317 Rev. 3	General Clerk II		166.67	
					1777.33	\$51,811.13

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STATEMENT OF WORK

Contractor Support for Federal Protective Service, DHS/ICE

1.0 BACKGROUND

The Federal Protective Service (FPS) is responsible for the protection of federally owned and leased buildings and property, and personnel therein. In particular, FPS patrols federal public buildings and other areas under the charge and control of the General Services Administration (GSA). The FPS mission focuses on reducing vulnerability of federal facilities to criminal and terrorist threats, while ensuring that public facilities are safe and secure for employees and visitors. Various FPS offices require the assistance of contractor personnel in order to accomplish this mission.

Under this contract, the contract employees will independently provide payroll, reception, filing, and other support services to satisfy the overall operations objectives of multiple branches of the FPS Commands. The primary objective is to support FPS **executive level** staff through the performance of routine and non-routine word processing and computer oriented clerical tasks as defined below.

1.1 FUNCTIONAL AREAS

The Government will describe basic competencies required of the contract employees in the Functional Areas below. The Government will provide any additional specific requirements with each Task Order. **Functional Area 1** shall encompass 1.1.1 through 1.1.11 as stated below:

- 1.1.1 Designs, organizes and maintains filing system; arranging the maintenance and preparation of information needed for budget reports, and organizing the flow of administrative and clerical work to ensure an appropriate and proper flow of information between FPS personnel and offices at various levels within the agency.
- 1.1.2 Monitors inventory of office supplies and proactively replenishes items. Tasks include develop a list of supplies needed, research and use the designated FPS supplier, and prepares and maintains requisitions for office supplies and equipment. Coordinate the purchase by obtaining first and second line supervisory approval and fund certification from the budget analyst and requesting the appropriate purchase cardholder call the vendor to purchase the supplies from the approved list.
- 1.1.3 Staff reception office area and greet/direct visitors to appropriate staff. Receives calls from customers, FPS personnel and general public and addresses requests for information, building service and FPS services. Schedules appointments and makes arrangements for interviews, meeting times, participants and locations of meetings. Prepares materials for meetings, and minutes upon completion.
- 1.1.4 Manages multiple office and personal calendars and schedules. Independently determines which matters to handle personally and which ones to refer to other FPS management and personnel. Responsible for development and maintenance of personnel files and records of employees.
- 1.1.5 Files documents and correspondence pertaining to time and attendance, personnel actions, reports, awards, and other memorandums and various reoccurring work files, as scheduled.

- 1.1.6 Assists employees with preparation and transmittal of information regarding changes in personnel records, health benefits, tax exemptions and compliance requests, as appropriate. Assists FPS personnel in preparing and reviewing correspondence to ensure: accuracy; content is as intended; and that proper grammar, format, and spelling is used and applied.
- 1.1.7 Composes/prepares complex but non-technical correspondence, locates and assembles information and materials for various reports, briefings, conferences, etc. Processes personnel actions and budgetary documents.
- 1.1.8 After initial training, proficiency in FPS/DHS/ICE programs and applications including: PRISM, FIDO, WebRMS; EIS; STS; FFMS; and WebView and other acquisition and automated/computerized systems.
- 1.1.9 Possess computer skills, specifically competency in Microsoft Windows office programs (Excel, Word, Access, Outlook and PowerPoint); and Adobe, and has the ability to learn and become proficient in various computer programs and applications after initial training and orientation. Capable of operating scanners, copy machines, fax machines, and other miscellaneous office equipment.
- 1.1.10 Able to pass a background check and obtain security clearance as necessary. Vacancies caused by an unsuitable candidate who is unsuitable for obvious reasons that the contractor failed to observe are subject to deductions as per 2.1. Standard criteria which have been known to eliminate applicants include:
 - a. Non-U.S. Citizen
 - b. Poor Credit
 - c. Illegal activities
- 1.1.11 The contract employees shall
 - a. Be a U.S. Citizen
 - b. Earned a High School diploma (or equivalent), some college education is preferred
 - c. Possess computer and other administrative skills required to meet the subject SOW requirements.
- 1.1.12 Receive or retrieve daily incoming mail, time and date stamp, and distribute efficiently and accurately. Deposit daily outgoing mail into appointed receptacles.
- 1.1.13 Audit and enter timesheets for Federal Employees' payroll in the appointed FPS Payroll systems.
- 1.1.14 Manages travel arrangements for FPS personnel using proprietary web-based systems, and Microsoft Outlook calendar.

1.2 FUNCTIONAL AREA 2

Functional Area 2 is a bridge between the administrative support/clerical job family and the professional job family within the organization. An acceptable candidate shall have at least 4 years experience. This position performs a variety of moderate to complex administrative activities, requiring more specialized, technical knowledge of the program mission. Functional Area 2 shall encompass 1.1.1 through 1.1.11 as stated above, in addition to the following:

- 1.2.1 Prepares a variety of technical presentations, performs basic analysis of budget and program information. Processes critical invoice data in FFMS for multi-million dollar contracts; errors

result in unpaid invoices which create negative, high level (national), visibility, in addition to late fees. Provides assistance and oversight to the Government vehicle program; specifically, performs analysis of vehicle costs and repairs, reconciles mileage reports, and inputs data accurately into VMIS.

1.3 FUNCTIONAL AREA 3

Functional Area 3 is a budget position and acceptable candidates shall have a minimum of three years experience in finance/accounting and has an understanding of accounting terms and functions. This position shall encompass core competencies 1.1.1 through 1.1.11 as stated above, in order to successfully execute the following:

- 1.3.1 Reviewing invoices, verifying information, and ensuring sufficient funds are obligated for payment of invoices on multi-million dollar contracts. Facilitates the approval process of all invoices in accordance with stringent internal invoice procedures, within specified timeline; errors in this process create negative national attention and interest penalties. If invoices are questionable, the contract employee has the authority to escalate the invoice to the appropriate person. Advanced data processing and input of invoice information into obligation tracking spreadsheets.
- 1.3.2 The contract employee maintains an electronic and paper filing system of all contract invoices and obligations.
- 1.3.3 Tracks annual budget for additional, unforeseen client requests/requirements as they arise.
- 1.3.4 Assist Mission Support Branch Chief with the responsibility for the Regional monthly purchase card invoice summaries for all levels. Includes gathering information, preparing reports, submitting for signature, submitting to finance and reconciling.
- 1.3.5 Assist Mission Support Branch Chief with the responsibility for initiating, estimating, collecting, processing orders, monitoring, reconciling, and closing Security Work Authorizations (SWA's).

1.4 FUNCTIONAL AREA 4

Functional Area 4 requires the core competencies listed in 1.1.1 through 1.1.11 in order to successfully execute the following:

- 1.4.1 Staff reception office area and greet/direct visitors to appropriate staff as needed. In addition to the topics listed in 1.1.1, this position will answer questions regarding basic building security services and FPS services.
- 1.4.2 Performs Internet market research, security research, and other related searches as necessary.
- 1.4.3 Basic analysis of security data, and creation of multiple sensitive security documents for management.
- 1.4.4 Maintain a Desk/Reference Guide for the position
- 1.4.5 Performs work related to gathering, acquiring, and developing resource materials and other information to support the law enforcement, security, compliance, and or inspection programs.
- 1.4.6 Compiles application paperwork for key card issuance, produces and distributes key cards.
- 1.4.7 Process Central Violations notices (CVB Violations) notices to CVB (Central Violations Bureau) in Texas.
- 1.4.8 Performs equipment and uniforms inventory for the District.
- 1.4.9 Routine communications, and filing for security guard contract employees.
- 1.4.10 Coordination and routing for action various incident reports in confidence.

1.4 DELIVERABLES

Daily assignments shall be performed within the time required, dependent upon the request of the Contracting Officer Technical Representative, Technical Representative, or other FPS personnel. All work products shall be generated in Microsoft Office formats, and presented complete and on time for

review. The Service Delivery Summary below defines performance thresholds, and the QASP (located in Section J) details the surveillance methods.

1.5 REIMBURSABLE TRAVEL

Travel may be required during the performance of this requirement. Since these costs cannot be accurately forecasted at this time, they will be awarded on a reimbursable basis at the task order level to the extent allowable pursuant to FAR 31.205-46. Profit (fee) and G&A on travel costs is not allowed. An indirect handling rate may be authorized if one has been developed prior to this requirement.

A. Costs incurred may be burdened with the contractor’s indirect "handling" rate, as entered by the offeror and agreed to by the Government, in the schedule. The rate is not the G&A used to burden labor rates.

B. All requests for travel shall be approved by both the Contracting Officer and COTR prior to incurring costs. Travel excludes normal commuting travel.

C. Request for travel approval shall:

1. Be prepared in a legible manner.
2. Be summarized by traveler.
3. Identify the CLIN associated with the travel.
4. The travel cost shall not bear fee or profit

D. Any trips within a 50-mile radius of the work address are not considered travel.

E. Contractor employees shall not operate Government owned vehicles unless specifically authorized by the contracting officer.

2.0 SERVICE DELIVERY SUMMARY

<i>Performance Objective</i>	<i>Paragraph</i>	<i>Performance Threshold</i>
Establishment and management of filing system	1.1.1	Files are orderly and allow for the quick retrieval of information contained therein, as requested by authorized personnel, within one business day of request.
Supplies	1.1.2 1.4.8	Prevents the absence of necessary supplies with no more than 2 instances of shortage each year.
Staffing of reception area	1.1.3	Physical presence is required at staffing area during hours of work to greet and assist clients, visitors and vendors, and receive materials and information. 95% accuracy in receiving information and providing messages to personnel.
Organization and coordination of office and staff activities	1.1.4	Balancing activities to ensure office activities and staff appointments are provided to FPS personnel at least one hour before scheduled appointment.
Preparation, review and maintenance of time and attendance for FPS staff	1.1.5	100% accurate reporting of time and attendance as provided by FPS personnel, with no more than one revision after review by supervisory

		personnel.
Assist FPS personnel in preparation, review and submission of documents and reports.	1.1.6	Preparation of accurate documents and reports with no more than two reviews necessary by author.
Research, assemble and organize materials and reports	1.1.7	Preparation of organized, accurate documents and reports with no more than two reviews necessary.
Utilization of databases and spreadsheets through entry of information, editing and retrieval	1.1.8	Using databases and spreadsheets, enters, edits and/or retrieves information within one business day of request.
Proficiency in computer programs	1.1.9	Produces documents from office programs with no more than two reviews and/or or corrections necessary.
Facilitate Daily Mail	1.1.12	Incoming Mail shall be time/date stamped 100% of the time and distributed within 3 days of receipt. Outgoing mail shall be sent daily.
Payroll	1.1.13	It is imperative that payroll is entered each pay period with 100% accuracy. Audits must be 95% accurate and completed as directed.
Coordinate Travel via web-based Government systems and Microsoft Outlook	1.1.14	Creates travel arrangements for up to 4 executive staff members in accordance with agency requirements with 100% accuracy.
Execute moderate to complex administrative activities	1.2.1	Demonstrates extreme attention to detail in FFMS with 95% accuracy.
Oversee invoice process	1.3.1	All invoices follow established process with no more than one deviation per year. Tracking sheets and files are current at all times with no more than two instances of neglect per year.
Maintain Invoice/Budget files	1.3.2	Files are current within 30 days of any given date.
Performs research on various security-related topics via the Internet/periodicals and presents findings.	1.4.3	Performs research on a requested topic; presents results that are completed with care and capture 95% of the information readily available.
Compiles sensitive data/documents	1.4.4	Documents and basic reports are completed with 90% accuracy, within 3 business days.
Maintains a Desk Guide/Information Manuel, which covers the position's tasks and current activities	1.4.5	The Guide shall be updated on a monthly basis with 95% accuracy.
Receives security paperwork and orchestrates the production/distribution of key cards.	1.4.7	Key cards are ready to be distributed within 3 business days of receipt of complete and accurate paperwork
Submit paperwork to the Central Violations Bureau	1.4.8	CVB paperwork shall be submitted within 5 business days of request.
Route communications and filing	1.4.9	Each document shall be filed within 30 days of the date of the document.

2.1 Deductions shall be assessed at the rate of one hour, as contained in the price schedule, for each instance the Contractor does not meet the performance threshold. The Contractor shall apply the deduction to its invoice. Deductions will not be assessed when a performance threshold cannot be met as a result of interference by the Government.

3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government will provide office equipment necessary to assist the individual in meeting the duties and requirements of the position.

4.0 GENERAL INFORMATION

4.1 SECURITY

Individual will need to submit to a background check and receive favorable adjudication by the Government prior to being granted access to Government property/ information. Section 4.4 provides more information.

4.2 PLACE AND HOURS OF PERFORMANCE

Each individual will have an assigned work area in each office. Hours are subject to change at any time. Please see Appendix 1 in Section J.

4.3 PERIOD OF PERFORMANCE

The base year will extend twelve (12) months from contract award, with six (6) 12-month option periods to be exercised at the sole discretion of the Government thereafter.

4.4 SECURITY CLEARANCE REQUIREMENTS (Sensitive/Unclassified Contract)

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Solicitation HSCECA-07-B-0001 and the resultant contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

4.4.1 SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

4.4.2 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form is preferred to be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. FD Form 258, "Fingerprint Card" (**2 copies**)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

4.4.3 CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

4.4.4 EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

4.4.5 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

4.4.6 INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in

DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

4.4.7 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

4.5 VACANCY

- 4.5.1 No position shall experience a lapse in service greater than two business days.
- 4.5.2 Temporary relief shall be provided by the Contractor should a position filled by a permanent employee be vacant for longer than two business days.
- 4.5.3 If a position is vacated for any reason and temporary relief is necessary until the position is filled regularly, the Contractor shall provide temporary relief.
- 4.5.3 All temporary relief shall be provided at no additional cost to the Government.
- 4.5.4 The Contractor shall recruit, interview, and place new employees.
- 4.5.5 The Contractor shall deduct all hours a position is vacant greater than two business days from the monthly invoice.

4.6 TRAINING

- 4.6.1 Contract employees shall be trained by the incumbent on standard commercial practices, as necessary. The Government will provide training for Government specific systems and protocol ONE TIME. The incumbent is responsible for transfer of knowledge henceforth – whether it be for a new employee in the position or for a temporary employee covering leave time.
- 4.6.2 If the Government must provide commercial training at any time, or government specific training after the initial time, the incumbent shall deduct one hour for each hour spent training by the Government, from the Contractor's invoice.

- 4.6.3 In the event a position is vacated and a new employee is hired, the Contractor shall provide for adequate training before the new contractor employees start; coordinated with the COTR or Technical Representative.

4.7 CHANGES

The Contracting Officer's Technical Representative (COTR) can not request the changes to the SOW at any time. Only the Contracting Officer can modify the contract or orders. The Contractor is not to perform services outside this Statement Of Work without a contract modification.

4.8 CONTRACT POINT OF CONTACT

Contracting Officer's Technical Representative (COTR)

Ms. Tammy Hirano
253-815-4720
Tammy.Hirano@dhs.gov

Contracting Officer Mr. Gilbert Olivas
303-236-7931 x 261
Gilbert.Olivas@dhs.gov

Contract Specialist Ms. Carrie Craft
303-236-7931 x 258
Carrie.Craft@dhs.gov

Local Technical Representatives may be designed at each location.

4.9 CONTRACTOR PERFORMANCE EVALUATION:

The Quality Assurance Surveillance Plan (QASP) establishes evaluation procedures and compliance methodology as selected by the Government. The QASP is attached to this Solicitation within Attachment 1.

4.10 CONTRACT TRANSITION

- A. A smooth and orderly transition between the contractor and the predecessor contractor is necessary to assure minimum disruption to vital contractor services and Government activities.
- B. The contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor contractor's employees. The contractor may notify the predecessor contractor's employees that the contractor will be assuming services upon the contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor contractor's employees while they are on duty, provided that there is no interference with the contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the contractor may not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor contractor's employees while they are on duty.
- C. The outgoing contractor will provide the contractor with the names and anniversary dates of all employees working under the predecessor contract as soon as is feasible after contract award. The Service Contract Act does not require the predecessor contractor to provide this information earlier than 10 days prior to the predecessor contract ending date; however, the Government will request cooperation by the predecessor contractor to provide this information upon award of this contract.

- D. The Contractors shall consider personnel who have been or will be adversely affected or separated as a result of a new contract.

Section I
Contract Clauses

22.1020 Seniority lists.

If a contract is performed at a Federal facility where employees may be hired/retained by a succeeding contractor, the incumbent prime contractor is required to furnish a certified list of all service employees on the contractor's or subcontractor's payroll during the last month of the contract, together with anniversary dates of employment, to the contracting officer no later than 10 days before contract completion. (See paragraph (n) of the clause at [52.222-41](#), Service Contract Act of 1965, as amended.) At the commencement of the succeeding contract, the contracting officer shall provide a copy of the list to the successor contractor for determining employee eligibility for vacation or other fringe benefits which are based upon length of service, including service with predecessor contractors if such benefit is required by an applicable wage determination.

52.212-4 - Contract Terms and Conditions -- Commercial Items (Feb 2007) , Alternate 1 {Applicable only to Time and Materials/Labor Hour Task Orders}

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel;
or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR [2.101](#), the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater

or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* (i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(7) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(8) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(9) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.212-4 --Contract Terms and Conditions -- Commercial Items (Feb 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) [Reserved]

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

- (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (24) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (25) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (32) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (33) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (36) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/1/06 through 9/30/15.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$500,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 9/30/15.

52.217-8 Option to extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract's expiration date.

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the contract's expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 and ½ years.

52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in [19.101](#) of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in [19.102\(f\)](#) of the Federal Acquisition Regulation to receive a benefit under this program.

52.232-18 Availability of Funds. (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Department of Homeland Security Acquisition Regulation (HSAR)

The Contractor shall comply with the HSAR clauses in this paragraph, applicable to commercial items and/or services, that the Contracting Officer had indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisition of commercial items:

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates [DEC 2003]

3052.209-70 Prohibition on contracts with corporate expatriates.

As prescribed at [\(HSAR\) 48 CFR 3009.104-75](#), insert the following clause:

PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

(JUN 2006)

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of [\(HSAR\) 48 CFR 3009.104-70](#) through [3009.104-73](#);

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of [\(HSAR\) 48 CFR 3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of [\(HSAR\) 48 CFR 3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

- HSAR 3052.211-70 Index of Specifications [DEC 2003]
- HSAR 3052.215-70 Key Personnel or Facilities [DEC 2003]
- HSAR 3052.222-70 Strikes or Picketing Affecting Timely Completion of Contract Work [DEC 2003]

3052.222-70 Strikes or picketing affecting timely completion of the contract work.

As prescribed in [\(HSAR\) 48 CFR 3022.101-71\(a\)](#), insert the following clause:

**STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK
(DEC 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

- HSAR 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility [DEC 2003]
- HSAR 3052.228-70 Insurance [DEC 2003]
- HSAR 3052.242-71 Dissemination of Contract Information [DEC 2003]
- HSAR 3052.242-72 Contracting Officer's Technical Representative [DEC 2003]

3052.242-72 Contracting officer's technical representative.

As prescribed in [\(HSAR\) 48 CFR 3042.7000](#), insert the following clause:

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

**Section J – List of Documents, Exhibits and Attachments
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Exhibit	Document	# of Pages
1.	Washington Wage Determination 2005-2563 Rev. 1.....	11 pages
2.	Oregon Wage Determination 2005-2441 Rev. 4.....	11 pages
3.	Idaho Wage Determination 2005-2159 Rev.1.....	11 pages
4.	Utah Wage Determination 2005-2531 Rev 3.....	11 pages
5.	Colorado Wage Determination 2005-2081 Rev 3.....	11 pages
6.	Montana Wage Determination 2005-2317 Rev 3.....	11 pages
7.	Quality Assurance Surveillance Plan.....	7 pages
8.	Wage Breakdown Example.....	1 page
9.	Appendix 1.....	1 page
10.	Question and Answers.....	5 pages

Appendix 1

Position 1

Federal Way, WA 98001
40 hours/week, M-F, 7:30am-4pm
Estimated 2000 hours/year

Position 2

Federal Way, WA 9800
40 hours/week, M-F, 7:30am-4pm
Estimated 2000 hours/year

Position 3

Boise ID 83724
32 hours/week M-T, 8am-5pm, with perhaps 1 hour on Friday to submit payroll.
Estimated 1664 hours/year

Position 4

Portland, OR
32 hours/week, M-T, 8am-5pm
Estimated 1664 hours/year

Position 5, 6, 7, 8 and 9

Denver, CO
40 hours/week, M-F, 8am-4:30pm
Estimated 2000 hours/year each

Position 10

Salt Lake City, UT 84138
40 hours/week, M-F, 8am-4:30pm
Estimated 2000 hours/year

Position 11

Billings, MT 59101
40 hours/week, M-F, 8am-4:30pm
Estimated 2000 hours/year

WD 05-2081 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2081
Revision No.: 3
Date Of Revision: 05/29/2007

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek,
Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park,
Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.98
01012 - Accounting Clerk II	16.23
01013 - Accounting Clerk III	18.15
01020 - Administrative Assistant	22.65
01040 - Court Reporter	17.81
01051 - Data Entry Operator I	12.23
01052 - Data Entry Operator II	14.60
01060 - Dispatcher, Motor Vehicle	17.81
01070 - Document Preparation Clerk	12.92
01090 - Duplicating Machine Operator	12.92
01111 - General Clerk I	12.21
01112 - General Clerk II	12.79
01113 - General Clerk III	14.64
01120 - Housing Referral Assistant	18.39
01141 - Messenger Courier	9.78
01191 - Order Clerk I	14.72
01192 - Order Clerk II	15.71
01261 - Personnel Assistant (Employment) I	15.34
01262 - Personnel Assistant (Employment) II	16.46
01263 - Personnel Assistant (Employment) III	18.85
01270 - Production Control Clerk	18.85
01280 - Receptionist	12.10
01290 - Rental Clerk	15.34
01300 - Scheduler, Maintenance	16.06
01311 - Secretary I	16.06
01312 - Secretary II	17.94
01313 - Secretary III	19.03
01320 - Service Order Dispatcher	13.21
01410 - Supply Technician	22.65
01420 - Survey Worker	16.31
01531 - Travel Clerk I	12.50

01532 - Travel Clerk II	13.11
01533 - Travel Clerk III	14.03
01611 - Word Processor I	12.92
01612 - Word Processor II	15.34
01613 - Word Processor III	16.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.19
05010 - Automotive Electrician	19.46
05040 - Automotive Glass Installer	18.44
05070 - Automotive Worker	18.44
05110 - Mobile Equipment Servicer	16.77
05130 - Motor Equipment Metal Mechanic	19.83
05160 - Motor Equipment Metal Worker	18.44
05190 - Motor Vehicle Mechanic	19.83
05220 - Motor Vehicle Mechanic Helper	15.63
05250 - Motor Vehicle Upholstery Worker	18.44
05280 - Motor Vehicle Wrecker	18.44
05310 - Painter, Automotive	18.75
05340 - Radiator Repair Specialist	18.44
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	19.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.65
07041 - Cook I	11.63
07042 - Cook II	12.80
07070 - Dishwasher	9.47
07130 - Food Service Worker	10.90
07210 - Meat Cutter	13.86
07260 - Waiter/Waitress	9.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09080 - Furniture Refinisher	17.33
09090 - Furniture Refinisher Helper	14.45
09110 - Furniture Repairer, Minor	16.45
09130 - Upholsterer	17.33
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	10.30
11090 - Gardener	17.01
11122 - Housekeeping Aide	10.30
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	13.72
11240 - Maid or Houseman	9.05
11260 - Pruner	12.31
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	13.72
11360 - Window Cleaner	13.09
12000 - Health Occupations	
12010 - Ambulance Driver	17.04
12011 - Breath Alcohol Technician	19.21
12012 - Certified Occupational Therapist Assistant	17.42
12015 - Certified Physical Therapist Assistant	17.42
12020 - Dental Assistant	18.39
12025 - Dental Hygienist	36.09
12030 - EKG Technician	20.55
12035 - Electroneurodiagnostic Technologist	20.55

12040 - Emergency Medical Technician	17.04
12071 - Licensed Practical Nurse I	17.17
12072 - Licensed Practical Nurse II	19.21
12073 - Licensed Practical Nurse III	21.31
12100 - Medical Assistant	14.36
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	15.20
12190 - Medical Record Technician	15.96
12195 - Medical Transcriptionist	17.08
12210 - Nuclear Medicine Technologist	31.70
12221 - Nursing Assistant I	10.97
12222 - Nursing Assistant II	12.55
12223 - Nursing Assistant III	13.70
12224 - Nursing Assistant IV	15.37
12235 - Optical Dispenser	19.21
12236 - Optical Technician	17.08
12250 - Pharmacy Technician	14.37
12280 - Phlebotomist	15.39
12305 - Radiologic Technologist	22.96
12311 - Registered Nurse I	26.43
12312 - Registered Nurse II	31.13
12313 - Registered Nurse II, Specialist	31.13
12314 - Registered Nurse III	39.28
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13012 - Exhibits Specialist II	22.16
13013 - Exhibits Specialist III	27.12
13041 - Illustrator I	17.90
13042 - Illustrator II	22.16
13043 - Illustrator III	27.12
13047 - Librarian	27.60
13050 - Library Aide/Clerk	14.55
13054 - Library Information Technology Systems Administrator	20.35
13058 - Library Technician	16.15
13061 - Media Specialist I	15.96
13062 - Media Specialist II	17.86
13063 - Media Specialist III	19.90
13071 - Photographer I	15.41
13072 - Photographer II	17.24
13073 - Photographer III	21.35
13074 - Photographer IV	26.12
13075 - Photographer V	31.61
13110 - Video Teleconference Technician	15.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.09
14042 - Computer Operator II	16.95
14043 - Computer Operator III	19.86
14044 - Computer Operator IV	22.04
14045 - Computer Operator V	24.42
14071 - Computer Programmer I (1)	20.09
14072 - Computer Programmer II (1)	24.76
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62

14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.96
14160 - Personal Computer Support Technician	22.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.85
15020 - Aircrew Training Devices Instructor (Rated)	36.14
15030 - Air Crew Training Devices Instructor (Pilot)	39.75
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	28.35
15070 - Flight Instructor (Pilot)	39.75
15080 - Graphic Artist	20.00
15090 - Technical Instructor	20.71
15095 - Technical Instructor/Course Developer	25.35
15110 - Test Proctor	16.73
15120 - Tutor	16.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.49
16030 - Counter Attendant	9.49
16040 - Dry Cleaner	10.99
16070 - Finisher, Flatwork, Machine	9.49
16090 - Presser, Hand	9.49
16110 - Presser, Machine, Drycleaning	9.49
16130 - Presser, Machine, Shirts	9.49
16160 - Presser, Machine, Wearing Apparel, Laundry	9.49
16190 - Sewing Machine Operator	11.73
16220 - Tailor	13.90
16250 - Washer, Machine	10.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.16
19040 - Tool And Die Maker	21.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.70
21030 - Material Coordinator	19.43
21040 - Material Expediter	19.43
21050 - Material Handling Laborer	15.51
21071 - Order Filler	11.78
21080 - Production Line Worker (Food Processing)	14.70
21110 - Shipping Packer	13.59
21130 - Shipping/Receiving Clerk	13.59
21140 - Store Worker I	11.44
21150 - Stock Clerk	13.73
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.70
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.47
23021 - Aircraft Mechanic I	21.40
23022 - Aircraft Mechanic II	22.47
23023 - Aircraft Mechanic III	23.59
23040 - Aircraft Mechanic Helper	16.46
23050 - Aircraft, Painter	20.97
23060 - Aircraft Servicer	18.73
23080 - Aircraft Worker	19.06
23110 - Appliance Mechanic	21.42
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	22.96
23130 - Carpenter, Maintenance	18.65

23140 - Carpet Layer	18.55
23160 - Electrician, Maintenance	23.44
23181 - Electronics Technician Maintenance I	20.16
23182 - Electronics Technician Maintenance II	21.98
23183 - Electronics Technician Maintenance III	23.33
23260 - Fabric Worker	17.45
23290 - Fire Alarm System Mechanic	20.60
23310 - Fire Extinguisher Repairer	17.63
23311 - Fuel Distribution System Mechanic	21.99
23312 - Fuel Distribution System Operator	18.95
23370 - General Maintenance Worker	17.81
23380 - Ground Support Equipment Mechanic	21.40
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	19.06
23391 - Gunsmith I	15.63
23392 - Gunsmith II	18.09
23393 - Gunsmith III	20.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.79
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.87
23430 - Heavy Equipment Mechanic	19.92
23440 - Heavy Equipment Operator	19.37
23460 - Instrument Mechanic	21.40
23465 - Laboratory/Shelter Mechanic	19.30
23470 - Laborer	11.46
23510 - Locksmith	19.06
23530 - Machinery Maintenance Mechanic	21.60
23550 - Machinist, Maintenance	18.55
23580 - Maintenance Trades Helper	14.45
23591 - Metrology Technician I	21.40
23592 - Metrology Technician II	22.47
23593 - Metrology Technician III	23.59
23640 - Millwright	21.15
23710 - Office Appliance Repairer	18.84
23760 - Painter, Maintenance	17.55
23790 - Pipefitter, Maintenance	21.14
23810 - Plumber, Maintenance	18.86
23820 - Pneudraulic Systems Mechanic	20.51
23850 - Rigger	20.51
23870 - Scale Mechanic	18.09
23890 - Sheet-Metal Worker, Maintenance	18.23
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	22.96
23932 - Telecommunications Mechanic II	24.08
23950 - Telephone Lineman	20.87
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	18.81
23970 - Woodcraft Worker	20.51
23980 - Woodworker	16.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.40
24580 - Child Care Center Clerk	12.54
24610 - Chore Aide	9.19
24620 - Family Readiness And Support Services Coordinator	13.55
24630 - Homemaker	14.41
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	21.91
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	21.91
25190 - Ventilation Equipment Tender	15.99
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.87
27007 - Baggage Inspector	10.00
27008 - Corrections Officer	20.14
27010 - Court Security Officer	23.62
27030 - Detection Dog Handler	17.62
27040 - Detention Officer	20.14
27070 - Firefighter	23.97
27101 - Guard I	10.00
27102 - Guard II	17.62
27131 - Police Officer I	28.59
27132 - Police Officer II	31.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.89
28042 - Carnival Equipment Repairer	12.82
28043 - Carnival Equipment Worker	9.30
28210 - Gate Attendant/Gate Tender	12.89
28310 - Lifeguard	11.49
28350 - Park Attendant (Aide)	14.43
28510 - Recreation Aide/Health Facility Attendant	10.53
28515 - Recreation Specialist	13.45
28630 - Sports Official	10.45
28690 - Swimming Pool Operator	15.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.39
29020 - Hatch Tender	19.39
29030 - Line Handler	19.39
29041 - Stevedore I	16.87
29042 - Stevedore II	22.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.54
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.05
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.11
30021 - Archeological Technician I	19.38
30022 - Archeological Technician II	21.67
30023 - Archeological Technician III	26.86
30030 - Cartographic Technician	24.78
30040 - Civil Engineering Technician	20.19
30061 - Drafter/CAD Operator I	16.67
30062 - Drafter/CAD Operator II	18.70
30063 - Drafter/CAD Operator III	21.67
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	15.29
30082 - Engineering Technician II	17.92
30083 - Engineering Technician III	21.40
30084 - Engineering Technician IV	25.06
30085 - Engineering Technician V	28.80
30086 - Engineering Technician VI	34.86
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	19.43
30240 - Mathematical Technician	24.76
30361 - Paralegal/Legal Assistant I	18.70

30362 - Paralegal/Legal Assistant II	23.16
30363 - Paralegal/Legal Assistant III	28.33
30364 - Paralegal/Legal Assistant IV	34.28
30390 - Photo-Optics Technician	24.76
30461 - Technical Writer I	20.50
30462 - Technical Writer II	25.04
30463 - Technical Writer III	30.32
30491 - Unexploded Ordnance (UXO) Technician I	23.27
30492 - Unexploded Ordnance (UXO) Technician II	28.15
30493 - Unexploded Ordnance (UXO) Technician III	33.74
30494 - Unexploded (UXO) Safety Escort	23.27
30495 - Unexploded (UXO) Sweep Personnel	23.27
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.17
30621 - Weather Observer, Senior (3)	22.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.27
31030 - Bus Driver	15.89
31043 - Driver Courier	14.43
31260 - Parking and Lot Attendant	8.70
31290 - Shuttle Bus Driver	15.48
31310 - Taxi Driver	11.72
31361 - Truckdriver, Light	15.48
31362 - Truckdriver, Medium	19.56
31363 - Truckdriver, Heavy	20.37
31364 - Truckdriver, Tractor-Trailer	20.37
99000 - Miscellaneous Occupations	
99030 - Cashier	10.51
99050 - Desk Clerk	9.85
99095 - Embalmer	21.86
99251 - Laboratory Animal Caretaker I	10.16
99252 - Laboratory Animal Caretaker II	8.12
99310 - Mortician	20.60
99410 - Pest Controller	16.86
99510 - Photofinishing Worker	12.01
99710 - Recycling Laborer	14.86
99711 - Recycling Specialist	17.81
99730 - Refuse Collector	13.34
99810 - Sales Clerk	11.82
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	18.60
99831 - Surveying Aide	10.33
99832 - Surveying Technician	16.92
99840 - Vending Machine Attendant	13.07
99841 - Vending Machine Repairer	15.50
99842 - Vending Machine Repairer Helper	13.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

WD 05-2159 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2159
Revision No.: 3
Date Of Revision: 05/29/2007

State: Idaho
Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.72
01012 - Accounting Clerk II	12.07
01013 - Accounting Clerk III	13.18
01020 - Administrative Assistant	14.53
01040 - Court Reporter	18.73
01051 - Data Entry Operator I	10.95
01052 - Data Entry Operator II	12.00
01060 - Dispatcher, Motor Vehicle	15.94
01070 - Document Preparation Clerk	11.85
01090 - Duplicating Machine Operator	11.85
01111 - General Clerk I	10.47
01112 - General Clerk II	11.44
01113 - General Clerk III	12.57
01120 - Housing Referral Assistant	13.13
01141 - Messenger Courier	9.84
01191 - Order Clerk I	10.88
01192 - Order Clerk II	11.94
01261 - Personnel Assistant (Employment) I	11.52
01262 - Personnel Assistant (Employment) II	12.83
01263 - Personnel Assistant (Employment) III	14.24
01270 - Production Control Clerk	17.04
01280 - Receptionist	10.00
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	13.13
01320 - Service Order Dispatcher	14.71
01410 - Supply Technician	14.53
01420 - Survey Worker	9.42
01531 - Travel Clerk I	10.58
01532 - Travel Clerk II	11.11
01533 - Travel Clerk III	12.04
01611 - Word Processor I	11.86

01612 - Word Processor II	12.24
01613 - Word Processor III	13.50
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.48
05010 - Automotive Electrician	14.29
05040 - Automotive Glass Installer	14.10
05070 - Automotive Worker	13.94
05110 - Mobile Equipment Servicer	11.39
05130 - Motor Equipment Metal Mechanic	15.68
05160 - Motor Equipment Metal Worker	13.94
05190 - Motor Vehicle Mechanic	15.68
05220 - Motor Vehicle Mechanic Helper	11.39
05250 - Motor Vehicle Upholstery Worker	13.17
05280 - Motor Vehicle Wrecker	13.94
05310 - Painter, Automotive	14.89
05340 - Radiator Repair Specialist	15.12
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	15.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.55
07041 - Cook I	8.87
07042 - Cook II	10.29
07070 - Dishwasher	7.20
07130 - Food Service Worker	8.34
07210 - Meat Cutter	12.77
07260 - Waiter/Waitress	8.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09080 - Furniture Refinisher	12.32
09090 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.97
11060 - Elevator Operator	8.46
11090 - Gardener	12.88
11122 - Housekeeping Aide	8.65
11150 - Janitor	9.34
11210 - Laborer, Grounds Maintenance	10.44
11240 - Maid or Houseman	7.61
11260 - Pruner	9.16
11270 - Tractor Operator	13.02
11330 - Trail Maintenance Worker	10.44
11360 - Window Cleaner	9.84
12000 - Health Occupations	
12010 - Ambulance Driver	14.44
12011 - Breath Alcohol Technician	13.76
12012 - Certified Occupational Therapist Assistant	19.89
12015 - Certified Physical Therapist Assistant	17.88
12020 - Dental Assistant	13.97
12025 - Dental Hygienist	30.15
12030 - EKG Technician	18.35
12035 - Electroneurodiagnostic Technologist	18.35
12040 - Emergency Medical Technician	14.44
12071 - Licensed Practical Nurse I	12.28
12072 - Licensed Practical Nurse II	13.76

12073 - Licensed Practical Nurse III	15.39
12100 - Medical Assistant	12.49
12130 - Medical Laboratory Technician	15.38
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	13.48
12210 - Nuclear Medicine Technologist	30.15
12221 - Nursing Assistant I	9.14
12222 - Nursing Assistant II	10.28
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.57
12235 - Optical Dispenser	13.10
12236 - Optical Technician	11.71
12250 - Pharmacy Technician	13.45
12280 - Phlebotomist	12.94
12305 - Radiologic Technologist	20.32
12311 - Registered Nurse I	20.26
12312 - Registered Nurse II	23.08
12313 - Registered Nurse II, Specialist	23.08
12314 - Registered Nurse III	27.49
12315 - Registered Nurse III, Anesthetist	27.49
12316 - Registered Nurse IV	30.79
12317 - Scheduler (Drug and Alcohol Testing)	17.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	13.46
13012 - Exhibits Specialist II	17.19
13013 - Exhibits Specialist III	20.41
13041 - Illustrator I	13.46
13042 - Illustrator II	16.69
13043 - Illustrator III	20.41
13047 - Librarian	18.04
13050 - Library Aide/Clerk	10.16
13054 - Library Information Technology Systems Administrator	19.57
13058 - Library Technician	12.10
13061 - Media Specialist I	11.67
13062 - Media Specialist II	13.06
13063 - Media Specialist III	14.55
13071 - Photographer I	12.36
13072 - Photographer II	15.84
13073 - Photographer III	17.75
13074 - Photographer IV	21.82
13075 - Photographer V	26.83
13110 - Video Teleconference Technician	12.36
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.96
14042 - Computer Operator II	13.45
14043 - Computer Operator III	15.72
14044 - Computer Operator IV	18.32
14045 - Computer Operator V	19.37
14071 - Computer Programmer I (1)	16.02
14072 - Computer Programmer II (1)	20.80
14073 - Computer Programmer III (1)	25.84
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	25.47
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.96

14160 - Personal Computer Support Technician	18.32
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	20.91
15020 - Aircrew Training Devices Instructor (Rated)	25.30
15030 - Air Crew Training Devices Instructor (Pilot)	27.83
15050 - Computer Based Training Specialist / Instructor	24.34
15060 - Educational Technologist	20.31
15070 - Flight Instructor (Pilot)	27.83
15080 - Graphic Artist	17.34
15090 - Technical Instructor	16.68
15095 - Technical Instructor/Course Developer	20.84
15110 - Test Proctor	13.40
15120 - Tutor	13.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.92
16030 - Counter Attendant	7.92
16040 - Dry Cleaner	9.43
16070 - Finisher, Flatwork, Machine	7.92
16090 - Presser, Hand	7.92
16110 - Presser, Machine, Drycleaning	7.92
16130 - Presser, Machine, Shirts	7.92
16160 - Presser, Machine, Wearing Apparel, Laundry	7.92
16190 - Sewing Machine Operator	9.99
16220 - Tailor	10.60
16250 - Washer, Machine	8.29
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	12.32
19040 - Tool And Die Maker	18.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.89
21030 - Material Coordinator	17.06
21040 - Material Expediter	17.06
21050 - Material Handling Laborer	10.54
21071 - Order Filler	10.95
21080 - Production Line Worker (Food Processing)	11.89
21110 - Shipping Packer	11.55
21130 - Shipping/Receiving Clerk	11.55
21140 - Store Worker I	9.35
21150 - Stock Clerk	13.47
21210 - Tools And Parts Attendant	11.89
21410 - Warehouse Specialist	11.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.14
23021 - Aircraft Mechanic I	19.18
23022 - Aircraft Mechanic II	20.14
23023 - Aircraft Mechanic III	21.15
23040 - Aircraft Mechanic Helper	12.95
23050 - Aircraft, Painter	16.40
23060 - Aircraft Servicer	15.80
23080 - Aircraft Worker	16.72
23110 - Appliance Mechanic	15.17
23120 - Bicycle Repairer	10.23
23125 - Cable Splicer	24.00
23130 - Carpenter, Maintenance	15.87
23140 - Carpet Layer	15.99
23160 - Electrician, Maintenance	19.82
23181 - Electronics Technician Maintenance I	17.56

23182 - Electronics Technician Maintenance II	22.00
23183 - Electronics Technician Maintenance III	26.06
23260 - Fabric Worker	15.32
23290 - Fire Alarm System Mechanic	17.27
23310 - Fire Extinguisher Repairer	14.18
23311 - Fuel Distribution System Mechanic	19.00
23312 - Fuel Distribution System Operator	15.51
23370 - General Maintenance Worker	15.24
23380 - Ground Support Equipment Mechanic	19.18
23381 - Ground Support Equipment Servicer	15.80
23382 - Ground Support Equipment Worker	16.72
23391 - Gunsmith I	14.18
23392 - Gunsmith II	16.33
23393 - Gunsmith III	18.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.72
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	
17.56	
23430 - Heavy Equipment Mechanic	16.92
23440 - Heavy Equipment Operator	16.48
23460 - Instrument Mechanic	18.08
23465 - Laboratory/Shelter Mechanic	17.33
23470 - Laborer	10.54
23510 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	18.40
23550 - Machinist, Maintenance	15.83
23580 - Maintenance Trades Helper	11.46
23591 - Metrology Technician I	18.08
23592 - Metrology Technician II	18.98
23593 - Metrology Technician III	19.93
23640 - Millwright	19.00
23710 - Office Appliance Repairer	17.33
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.73
23810 - Plumber, Maintenance	19.54
23820 - Pneudraulic Systems Mechanic	18.40
23850 - Rigger	19.89
23870 - Scale Mechanic	16.33
23890 - Sheet-Metal Worker, Maintenance	16.66
23910 - Small Engine Mechanic	11.80
23931 - Telecommunications Mechanic I	20.45
23932 - Telecommunications Mechanic II	23.38
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	14.71
23965 - Well Driller	18.05
23970 - Woodcraft Worker	18.40
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.86
24580 - Child Care Center Clerk	12.28
24610 - Chore Aide	8.33
24620 - Family Readiness And Support Services Coordinator	10.40
24630 - Homemaker	9.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.48
25040 - Sewage Plant Operator	15.17
25070 - Stationary Engineer	17.48

25190 - Ventilation Equipment Tender	12.76
25210 - Water Treatment Plant Operator	15.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.27
27007 - Baggage Inspector	11.45
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	15.08
27040 - Detention Officer	18.00
27070 - Firefighter	18.25
27101 - Guard I	11.45
27102 - Guard II	15.08
27131 - Police Officer I	21.40
27132 - Police Officer II	23.79
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.86
28042 - Carnival Equipment Repairer	11.91
28043 - Carnival Equipment Worker	8.35
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	11.95
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	12.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.33
29020 - Hatch Tender	16.33
29030 - Line Handler	16.33
29041 - Stevedore I	14.74
29042 - Stevedore II	17.73
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	14.07
30022 - Archeological Technician II	15.74
30023 - Archeological Technician III	19.51
30030 - Cartographic Technician	19.71
30040 - Civil Engineering Technician	17.48
30061 - Drafter/CAD Operator I	16.26
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.52
30064 - Drafter/CAD Operator IV	23.22
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	28.13
30090 - Environmental Technician	21.18
30210 - Laboratory Technician	18.42
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	14.90
30362 - Paralegal/Legal Assistant II	18.46
30363 - Paralegal/Legal Assistant III	21.89
30364 - Paralegal/Legal Assistant IV	27.31

30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	18.43
30462 - Technical Writer II	22.54
30463 - Technical Writer III	24.55
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.21
30621 - Weather Observer, Senior (3)	19.81
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.87
31030 - Bus Driver	12.34
31043 - Driver Courier	11.47
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	11.47
31310 - Taxi Driver	9.39
31361 - Truckdriver, Light	11.47
31362 - Truckdriver, Medium	12.56
31363 - Truckdriver, Heavy	14.87
31364 - Truckdriver, Tractor-Trailer	14.87
99000 - Miscellaneous Occupations	
99030 - Cashier	7.97
99050 - Desk Clerk	8.07
99095 - Embalmer	22.02
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	9.86
99310 - Mortician	22.81
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	10.52
99710 - Recycling Laborer	13.07
99711 - Recycling Specialist	13.84
99730 - Refuse Collector	12.45
99810 - Sales Clerk	10.53
99820 - School Crossing Guard	10.17
99830 - Survey Party Chief	16.62
99831 - Surveying Aide	11.26
99832 - Surveying Technician	15.11
99840 - Vending Machine Attendant	10.47
99841 - Vending Machine Repairer	13.46
99842 - Vending Machine Repairer Helper	10.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day,

Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

<http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2317 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2317
Revision No.: 3
Date Of Revision: 05/29/2007

State: Montana
Area: Montana Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.52
01012 - Accounting Clerk II	12.97
01013 - Accounting Clerk III	15.92
01020 - Administrative Assistant	16.23
01040 - Court Reporter	16.65
01051 - Data Entry Operator I	9.71
01052 - Data Entry Operator II	10.60
01060 - Dispatcher, Motor Vehicle	14.10
01070 - Document Preparation Clerk	10.91
01090 - Duplicating Machine Operator	10.91
01111 - General Clerk I	9.59
01112 - General Clerk II	10.40
01113 - General Clerk III	11.68
01120 - Housing Referral Assistant	14.88
01141 - Messenger Courier	8.29
01191 - Order Clerk I	10.10
01192 - Order Clerk II	11.02
01261 - Personnel Assistant (Employment) I	12.83
01262 - Personnel Assistant (Employment) II	14.12
01263 - Personnel Assistant (Employment) III	15.73
01270 - Production Control Clerk	16.48
01280 - Receptionist	9.35
01290 - Rental Clerk	9.19
01300 - Scheduler, Maintenance	10.37
01311 - Secretary I	10.37
01312 - Secretary II	11.60
01313 - Secretary III	14.88
01320 - Service Order Dispatcher	13.76
01410 - Supply Technician	16.23
01420 - Survey Worker	10.66
01531 - Travel Clerk I	10.29
01532 - Travel Clerk II	11.00
01533 - Travel Clerk III	11.71
01611 - Word Processor I	10.99

01612 - Word Processor II	11.62
01613 - Word Processor III	13.00
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.86
05010 - Automotive Electrician	15.96
05040 - Automotive Glass Installer	15.07
05070 - Automotive Worker	15.07
05110 - Mobile Equipment Servicer	13.44
05130 - Motor Equipment Metal Mechanic	16.86
05160 - Motor Equipment Metal Worker	15.07
05190 - Motor Vehicle Mechanic	16.86
05220 - Motor Vehicle Mechanic Helper	12.70
05250 - Motor Vehicle Upholstery Worker	14.21
05280 - Motor Vehicle Wrecker	15.07
05310 - Painter, Automotive	15.96
05340 - Radiator Repair Specialist	15.07
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.86
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.54
07041 - Cook I	9.01
07042 - Cook II	10.10
07070 - Dishwasher	6.69
07130 - Food Service Worker	7.66
07210 - Meat Cutter	12.28
07260 - Waiter/Waitress	6.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	15.96
09090 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.18
11060 - Elevator Operator	8.21
11090 - Gardener	11.34
11122 - Housekeeping Aide	9.32
11150 - Janitor	9.51
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	7.69
11260 - Pruner	8.50
11270 - Tractor Operator	11.35
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.12
12000 - Health Occupations	
12010 - Ambulance Driver	10.93
12011 - Breath Alcohol Technician	12.59
12012 - Certified Occupational Therapist Assistant	14.83
12015 - Certified Physical Therapist Assistant	14.81
12020 - Dental Assistant	11.77
12025 - Dental Hygienist	25.02
12030 - EKG Technician	18.58
12035 - Electroneurodiagnostic Technologist	18.58
12040 - Emergency Medical Technician	10.93
12071 - Licensed Practical Nurse I	11.23
12072 - Licensed Practical Nurse II	12.59

12073 - Licensed Practical Nurse III	15.71
12100 - Medical Assistant	11.26
12130 - Medical Laboratory Technician	14.37
12160 - Medical Record Clerk	11.00
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.10
12210 - Nuclear Medicine Technologist	25.01
12221 - Nursing Assistant I	9.16
12222 - Nursing Assistant II	10.29
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	12.61
12235 - Optical Dispenser	12.06
12236 - Optical Technician	10.89
12250 - Pharmacy Technician	12.63
12280 - Phlebotomist	12.61
12305 - Radiologic Technologist	19.78
12311 - Registered Nurse I	18.48
12312 - Registered Nurse II	22.62
12313 - Registered Nurse II, Specialist	22.62
12314 - Registered Nurse III	27.37
12315 - Registered Nurse III, Anesthetist	27.37
12316 - Registered Nurse IV	32.79
12317 - Scheduler (Drug and Alcohol Testing)	15.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	17.27
13050 - Library Aide/Clerk	8.79
13054 - Library Information Technology Systems Administrator	18.76
13058 - Library Technician	12.55
13061 - Media Specialist I	11.25
13062 - Media Specialist II	12.59
13063 - Media Specialist III	14.03
13071 - Photographer I	12.77
13072 - Photographer II	15.96
13073 - Photographer III	19.44
13074 - Photographer IV	24.21
13075 - Photographer V	29.34
13110 - Video Teleconference Technician	11.90
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.67
14042 - Computer Operator II	11.91
14043 - Computer Operator III	14.10
14044 - Computer Operator IV	15.66
14045 - Computer Operator V	17.36
14071 - Computer Programmer I (1)	16.51
14072 - Computer Programmer II (1)	20.66
14073 - Computer Programmer III (1)	25.18
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	26.14
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.67

14160 - Personal Computer Support Technician	15.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.14
15020 - Aircrew Training Devices Instructor (Rated)	27.62
15030 - Air Crew Training Devices Instructor (Pilot)	30.38
15050 - Computer Based Training Specialist / Instructor	26.14
15060 - Educational Technologist	16.52
15070 - Flight Instructor (Pilot)	30.38
15080 - Graphic Artist	17.12
15090 - Technical Instructor	14.90
15095 - Technical Instructor/Course Developer	18.22
15110 - Test Proctor	12.02
15120 - Tutor	12.02
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.20
16030 - Counter Attendant	7.20
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	7.20
16090 - Presser, Hand	7.20
16110 - Presser, Machine, Drycleaning	7.20
16130 - Presser, Machine, Shirts	7.20
16160 - Presser, Machine, Wearing Apparel, Laundry	7.20
16190 - Sewing Machine Operator	9.60
16220 - Tailor	10.22
16250 - Washer, Machine	7.80
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.80
19040 - Tool And Die Maker	21.40
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.48
21030 - Material Coordinator	16.48
21040 - Material Expediter	16.48
21050 - Material Handling Laborer	13.05
21071 - Order Filler	12.17
21080 - Production Line Worker (Food Processing)	13.48
21110 - Shipping Packer	12.17
21130 - Shipping/Receiving Clerk	12.17
21140 - Store Worker I	10.13
21150 - Stock Clerk	14.19
21210 - Tools And Parts Attendant	13.48
21410 - Warehouse Specialist	13.48
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.34
23021 - Aircraft Mechanic I	19.37
23022 - Aircraft Mechanic II	20.34
23023 - Aircraft Mechanic III	21.36
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft, Painter	18.72
23060 - Aircraft Servicer	16.52
23080 - Aircraft Worker	17.31
23110 - Appliance Mechanic	15.96
23120 - Bicycle Repairer	12.99
23125 - Cable Splicer	24.39
23130 - Carpenter, Maintenance	16.34
23140 - Carpet Layer	22.07
23160 - Electrician, Maintenance	22.08
23181 - Electronics Technician Maintenance I	16.61

23182 - Electronics Technician Maintenance II	19.91
23183 - Electronics Technician Maintenance III	22.67
23260 - Fabric Worker	15.44
23290 - Fire Alarm System Mechanic	18.55
23310 - Fire Extinguisher Repairer	14.32
23311 - Fuel Distribution System Mechanic	18.55
23312 - Fuel Distribution System Operator	17.01
23370 - General Maintenance Worker	15.07
23380 - Ground Support Equipment Mechanic	18.67
23381 - Ground Support Equipment Servicer	15.43
23382 - Ground Support Equipment Worker	16.43
23391 - Gunsmith I	14.02
23392 - Gunsmith II	16.46
23393 - Gunsmith III	18.67
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.94
23430 - Heavy Equipment Mechanic	18.67
23440 - Heavy Equipment Operator	17.56
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	17.57
23470 - Laborer	10.39
23510 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	18.62
23550 - Machinist, Maintenance	16.51
23580 - Maintenance Trades Helper	13.14
23591 - Metrology Technician I	19.24
23592 - Metrology Technician II	19.70
23593 - Metrology Technician III	20.73
23640 - Millwright	19.04
23710 - Office Appliance Repairer	17.57
23760 - Painter, Maintenance	19.01
23790 - Pipefitter, Maintenance	21.49
23810 - Plumber, Maintenance	17.73
23820 - Pneudraulic Systems Mechanic	18.67
23850 - Rigger	18.67
23870 - Scale Mechanic	16.46
23890 - Sheet-Metal Worker, Maintenance	18.53
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	21.30
23932 - Telecommunications Mechanic II	22.04
23950 - Telephone Lineman	20.29
23960 - Welder, Combination, Maintenance	16.86
23965 - Well Driller	18.46
23970 - Woodcraft Worker	18.67
23980 - Woodworker	14.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.00
24580 - Child Care Center Clerk	11.08
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	10.58
24630 - Homemaker	12.89
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.05
25040 - Sewage Plant Operator	18.05
25070 - Stationary Engineer	19.05

25190 - Ventilation Equipment Tender	13.18
25210 - Water Treatment Plant Operator	17.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.04
27007 - Baggage Inspector	9.25
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	11.24
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.25
27102 - Guard II	11.24
27131 - Police Officer I	21.39
27132 - Police Officer II	20.12
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.08
28042 - Carnival Equipment Repairer	9.95
28043 - Carnival Equipment Worker	7.57
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	10.49
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	12.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.55
29020 - Hatch Tender	17.55
29030 - Line Handler	17.55
29041 - Stevedore I	17.21
29042 - Stevedore II	21.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	15.14
30022 - Archeological Technician II	16.93
30023 - Archeological Technician III	20.98
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	17.37
30061 - Drafter/CAD Operator I	14.72
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	22.86
30081 - Engineering Technician I	10.66
30082 - Engineering Technician II	13.55
30083 - Engineering Technician III	16.93
30084 - Engineering Technician IV	20.98
30085 - Engineering Technician V	25.68
30086 - Engineering Technician VI	31.06
30090 - Environmental Technician	15.96
30210 - Laboratory Technician	14.43
30240 - Mathematical Technician	19.11
30361 - Paralegal/Legal Assistant I	13.71
30362 - Paralegal/Legal Assistant II	17.11
30363 - Paralegal/Legal Assistant III	18.83
30364 - Paralegal/Legal Assistant IV	21.21

30390 - Photo-Optics Technician	18.09
30461 - Technical Writer I	18.37
30462 - Technical Writer II	22.46
30463 - Technical Writer III	27.18
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.27
30621 - Weather Observer, Senior (3)	18.09
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.45
31030 - Bus Driver	13.77
31043 - Driver Courier	11.66
31260 - Parking and Lot Attendant	7.72
31290 - Shuttle Bus Driver	12.67
31310 - Taxi Driver	9.36
31361 - Truckdriver, Light	12.67
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	16.09
31364 - Truckdriver, Tractor-Trailer	16.09
99000 - Miscellaneous Occupations	
99030 - Cashier	8.16
99050 - Desk Clerk	7.67
99095 - Embalmer	23.61
99251 - Laboratory Animal Caretaker I	8.40
99252 - Laboratory Animal Caretaker II	9.37
99310 - Mortician	23.61
99410 - Pest Controller	12.94
99510 - Photofinishing Worker	10.72
99710 - Recycling Laborer	15.63
99711 - Recycling Specialist	11.54
99730 - Refuse Collector	11.15
99810 - Sales Clerk	9.84
99820 - School Crossing Guard	9.19
99830 - Survey Party Chief	18.33
99831 - Surveying Aide	11.38
99832 - Surveying Technician	15.47
99840 - Vending Machine Attendant	11.05
99841 - Vending Machine Repairer	13.11
99842 - Vending Machine Repairer Helper	11.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,
for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2441 (Rev.-4) was first posted on www.wdol.gov on 06/26/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2441
Revision No.: 4
Date Of Revision: 06/20/2007

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River,
Marion,
Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.14
01012 - Accounting Clerk II	15.62
01013 - Accounting Clerk III	17.37
01020 - Administrative Assistant	21.67
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	11.76
01052 - Data Entry Operator II	13.93
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	13.26
01090 - Duplicating Machine Operator	13.26
01111 - General Clerk I	11.03
01112 - General Clerk II	12.32
01113 - General Clerk III	14.76
01120 - Housing Referral Assistant	19.22
01141 - Messenger Courier	11.76
01191 - Order Clerk I	11.73
01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	14.53
01262 - Personnel Assistant (Employment) II	17.11
01263 - Personnel Assistant (Employment) III	18.93
01270 - Production Control Clerk	18.93
01280 - Receptionist	13.10
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.57
01311 - Secretary I	14.57
01312 - Secretary II	17.31
01313 - Secretary III	19.22
01320 - Service Order Dispatcher	14.98
01410 - Supply Technician	21.67
01420 - Survey Worker	17.11

01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.28
01533 - Travel Clerk III	14.30
01611 - Word Processor I	13.26
01612 - Word Processor II	14.53
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.42
05010 - Automotive Electrician	17.94
05040 - Automotive Glass Installer	17.15
05070 - Automotive Worker	17.15
05110 - Mobile Equipment Servicer	15.41
05130 - Motor Equipment Metal Mechanic	18.85
05160 - Motor Equipment Metal Worker	17.15
05190 - Motor Vehicle Mechanic	18.03
05220 - Motor Vehicle Mechanic Helper	14.50
05250 - Motor Vehicle Upholstery Worker	16.30
05280 - Motor Vehicle Wrecker	17.15
05310 - Painter, Automotive	17.94
05340 - Radiator Repair Specialist	17.15
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	18.85
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.43
07041 - Cook I	11.30
07042 - Cook II	12.57
07070 - Dishwasher	8.78
07130 - Food Service Worker	9.81
07210 - Meat Cutter	15.66
07260 - Waiter/Waitress	9.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.77
09080 - Furniture Refinisher	16.58
09090 - Furniture Refinisher Helper	13.40
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.89
11060 - Elevator Operator	10.59
11090 - Gardener	13.84
11122 - Housekeeping Aide	10.74
11150 - Janitor	10.88
11210 - Laborer, Grounds Maintenance	11.52
11240 - Maid or Houseman	9.95
11260 - Pruner	10.51
11270 - Tractor Operator	13.13
11330 - Trail Maintenance Worker	11.52
11360 - Window Cleaner	11.52
12000 - Health Occupations	
12010 - Ambulance Driver	17.31
12011 - Breath Alcohol Technician	15.55
12012 - Certified Occupational Therapist Assistant	18.72
12015 - Certified Physical Therapist Assistant	18.97
12020 - Dental Assistant	16.59
12025 - Dental Hygienist	33.48
12030 - EKG Technician	24.35

12035 - Electroneurodiagnostic Technologist	24.35
12040 - Emergency Medical Technician	17.31
12071 - Licensed Practical Nurse I	15.48
12072 - Licensed Practical Nurse II	17.31
12073 - Licensed Practical Nurse III	19.32
12100 - Medical Assistant	14.61
12130 - Medical Laboratory Technician	15.48
12160 - Medical Record Clerk	12.86
12190 - Medical Record Technician	14.39
12195 - Medical Transcriptionist	13.90
12210 - Nuclear Medicine Technologist	31.99
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	11.74
12235 - Optical Dispenser	14.14
12236 - Optical Technician	12.57
12250 - Pharmacy Technician	14.60
12280 - Phlebotomist	12.10
12305 - Radiologic Technologist	24.71
12311 - Registered Nurse I	22.26
12312 - Registered Nurse II	31.40
12313 - Registered Nurse II, Specialist	31.40
12314 - Registered Nurse III	37.99
12315 - Registered Nurse III, Anesthetist	37.99
12316 - Registered Nurse IV	41.26
12317 - Scheduler (Drug and Alcohol Testing)	19.27
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.29
13012 - Exhibits Specialist II	21.41
13013 - Exhibits Specialist III	24.28
13041 - Illustrator I	16.68
13042 - Illustrator II	20.67
13043 - Illustrator III	25.28
13047 - Librarian	24.20
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	20.46
13058 - Library Technician	15.52
13061 - Media Specialist I	15.75
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.65
13071 - Photographer I	13.78
13072 - Photographer II	14.77
13073 - Photographer III	18.28
13074 - Photographer IV	22.28
13075 - Photographer V	26.94
13110 - Video Teleconference Technician	15.75
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.10
14042 - Computer Operator II	17.46
14043 - Computer Operator III	20.03
14044 - Computer Operator IV	22.09
14045 - Computer Operator V	24.41
14071 - Computer Programmer I (1)	19.37
14072 - Computer Programmer II (1)	24.02
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62

14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.10
14160 - Personal Computer Support Technician	22.09
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	33.58
15030 - Air Crew Training Devices Instructor (Pilot)	36.94
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	27.44
15070 - Flight Instructor (Pilot)	36.94
15080 - Graphic Artist	20.77
15090 - Technical Instructor	19.80
15095 - Technical Instructor/Course Developer	24.64
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.08
16030 - Counter Attendant	9.08
16040 - Dry Cleaner	11.41
16070 - Finisher, Flatwork, Machine	9.08
16090 - Presser, Hand	9.08
16110 - Presser, Machine, Drycleaning	9.08
16130 - Presser, Machine, Shirts	9.08
16160 - Presser, Machine, Wearing Apparel, Laundry	9.08
16190 - Sewing Machine Operator	12.15
16220 - Tailor	12.88
16250 - Washer, Machine	9.85
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.65
19040 - Tool And Die Maker	23.42
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.63
21030 - Material Coordinator	19.23
21040 - Material Expediter	19.23
21050 - Material Handling Laborer	13.22
21071 - Order Filler	12.03
21080 - Production Line Worker (Food Processing)	14.63
21110 - Shipping Packer	14.07
21130 - Shipping/Receiving Clerk	14.07
21140 - Store Worker I	11.69
21150 - Stock Clerk	15.38
21210 - Tools And Parts Attendant	14.63
21410 - Warehouse Specialist	14.63
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.92
23021 - Aircraft Mechanic I	22.78
23022 - Aircraft Mechanic II	23.92
23023 - Aircraft Mechanic III	25.11
23040 - Aircraft Mechanic Helper	18.02
23050 - Aircraft, Painter	21.04
23060 - Aircraft Servicer	20.58
23080 - Aircraft Worker	21.66
23110 - Appliance Mechanic	17.42
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	26.65

23130 - Carpenter, Maintenance	18.60
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	29.32
23181 - Electronics Technician Maintenance I	17.22
23182 - Electronics Technician Maintenance II	22.78
23183 - Electronics Technician Maintenance III	24.52
23260 - Fabric Worker	19.46
23290 - Fire Alarm System Mechanic	21.61
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	23.19
23312 - Fuel Distribution System Operator	18.47
23370 - General Maintenance Worker	17.44
23380 - Ground Support Equipment Mechanic	22.78
23381 - Ground Support Equipment Servicer	20.58
23382 - Ground Support Equipment Worker	21.66
23391 - Gunsmith I	16.20
23392 - Gunsmith II	18.46
23393 - Gunsmith III	19.61
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.65
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.76	
23430 - Heavy Equipment Mechanic	21.01
23440 - Heavy Equipment Operator	22.23
23460 - Instrument Mechanic	23.77
23465 - Laboratory/Shelter Mechanic	19.57
23470 - Laborer	12.30
23510 - Locksmith	16.58
23530 - Machinery Maintenance Mechanic	22.06
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	13.40
23591 - Metrology Technician I	23.77
23592 - Metrology Technician II	25.05
23593 - Metrology Technician III	26.31
23640 - Millwright	25.31
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	16.58
23790 - Pipefitter, Maintenance	26.78
23810 - Plumber, Maintenance	23.91
23820 - Pneudraulic Systems Mechanic	21.61
23850 - Rigger	21.50
23870 - Scale Mechanic	19.23
23890 - Sheet-Metal Worker, Maintenance	21.83
23910 - Small Engine Mechanic	15.86
23931 - Telecommunications Mechanic I	22.64
23932 - Telecommunications Mechanic II	23.73
23950 - Telephone Lineman	20.48
23960 - Welder, Combination, Maintenance	17.42
23965 - Well Driller	19.67
23970 - Woodcraft Worker	26.15
23980 - Woodworker	14.24
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.56
24620 - Family Readiness And Support Services Coordinator	12.60
24630 - Homemaker	16.21

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	20.71
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	16.46
25210 - Water Treatment Plant Operator	20.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.04
27007 - Baggage Inspector	11.13
27008 - Corrections Officer	20.62
27010 - Court Security Officer	22.77
27030 - Detection Dog Handler	16.10
27040 - Detention Officer	20.62
27070 - Firefighter	23.51
27101 - Guard I	11.13
27102 - Guard II	16.10
27131 - Police Officer I	25.07
27132 - Police Officer II	27.85
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.80
28042 - Carnival Equipment Repairer	11.47
28043 - Carnival Equipment Worker	8.80
28210 - Gate Attendant/Gate Tender	12.91
28310 - Lifeguard	11.50
28350 - Park Attendant (Aide)	14.44
28510 - Recreation Aide/Health Facility Attendant	10.54
28515 - Recreation Specialist	14.49
28630 - Sports Official	11.50
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.99
29020 - Hatch Tender	21.99
29030 - Line Handler	21.99
29041 - Stevedore I	20.66
29042 - Stevedore II	23.34
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.43
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.74
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.15
30021 - Archeological Technician I	14.61
30022 - Archeological Technician II	16.79
30023 - Archeological Technician III	21.41
30030 - Cartographic Technician	21.31
30040 - Civil Engineering Technician	21.68
30061 - Drafter/CAD Operator I	14.61
30062 - Drafter/CAD Operator II	16.79
30063 - Drafter/CAD Operator III	19.02
30064 - Drafter/CAD Operator IV	23.55
30081 - Engineering Technician I	12.62
30082 - Engineering Technician II	14.18
30083 - Engineering Technician III	16.78
30084 - Engineering Technician IV	22.18
30085 - Engineering Technician V	28.46
30086 - Engineering Technician VI	31.63
30090 - Environmental Technician	22.18
30210 - Laboratory Technician	19.18
30240 - Mathematical Technician	21.56

30361 - Paralegal/Legal Assistant I	15.57
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13
30364 - Paralegal/Legal Assistant IV	32.84
30390 - Photo-Optics Technician	21.77
30461 - Technical Writer I	18.73
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30463 - Technical Writer III	30.88
30491 - Unexploded Ordnance (UXO) Technician I	21.88
30492 - Unexploded Ordnance (UXO) Technician II	26.48
30493 - Unexploded Ordnance (UXO) Technician III	31.73
30494 - Unexploded (UXO) Safety Escort	21.88
30495 - Unexploded (UXO) Sweep Personnel	21.88
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	17.49
30621 - Weather Observer, Senior (2)	19.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.53
31030 - Bus Driver	16.26
31043 - Driver Courier	12.99
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	13.96
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	13.96
31362 - Truckdriver, Medium	18.60
31363 - Truckdriver, Heavy	19.44
31364 - Truckdriver, Tractor-Trailer	19.44
99000 - Miscellaneous Occupations	
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	22.30
99251 - Laboratory Animal Caretaker I	10.06
99252 - Laboratory Animal Caretaker II	11.07
99310 - Mortician	24.19
99410 - Pest Controller	14.26
99510 - Photofinishing Worker	12.38
99710 - Recycling Laborer	15.29
99711 - Recycling Specialist	17.93
99730 - Refuse Collector	13.32
99810 - Sales Clerk	12.21
99820 - School Crossing Guard	12.52
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	13.22
99832 - Surveying Technician	18.12
99840 - Vending Machine Attendant	13.75
99841 - Vending Machine Repairer	16.23
99842 - Vending Machine Repairer Helper	13.75

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2531 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2531
Revision No.: 3
Date Of Revision: 05/29/2007

State: Utah
Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.79
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	14.80
01020 - Administrative Assistant	18.43
01040 - Court Reporter	14.65
01051 - Data Entry Operator I	10.27
01052 - Data Entry Operator II	12.20
01060 - Dispatcher, Motor Vehicle	16.80
01070 - Document Preparation Clerk	12.43
01090 - Duplicating Machine Operator	12.43
01111 - General Clerk I	10.80
01112 - General Clerk II	11.79
01113 - General Clerk III	13.23
01120 - Housing Referral Assistant	15.60
01141 - Messenger Courier	9.50
01191 - Order Clerk I	11.81
01192 - Order Clerk II	13.64
01261 - Personnel Assistant (Employment) I	14.11
01262 - Personnel Assistant (Employment) II	15.78
01263 - Personnel Assistant (Employment) III	17.24
01270 - Production Control Clerk	16.35
01280 - Receptionist	10.11
01290 - Rental Clerk	9.78
01300 - Scheduler, Maintenance	12.15
01311 - Secretary I	12.15
01312 - Secretary II	13.67
01313 - Secretary III	15.60
01320 - Service Order Dispatcher	14.95
01410 - Supply Technician	18.43
01420 - Survey Worker	11.00
01531 - Travel Clerk I	10.99
01532 - Travel Clerk II	11.66
01533 - Travel Clerk III	12.23
01611 - Word Processor I	12.90

01612 - Word Processor II	15.88
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.53
05010 - Automotive Electrician	16.56
05040 - Automotive Glass Installer	15.72
05070 - Automotive Worker	15.69
05110 - Mobile Equipment Servicer	13.96
05130 - Motor Equipment Metal Mechanic	17.24
05160 - Motor Equipment Metal Worker	15.69
05190 - Motor Vehicle Mechanic	16.32
05220 - Motor Vehicle Mechanic Helper	12.92
05250 - Motor Vehicle Upholstery Worker	14.82
05280 - Motor Vehicle Wrecker	15.69
05310 - Painter, Automotive	16.56
05340 - Radiator Repair Specialist	15.69
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	16.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.21
07041 - Cook I	9.03
07042 - Cook II	10.22
07070 - Dishwasher	7.27
07130 - Food Service Worker	7.58
07210 - Meat Cutter	12.97
07260 - Waiter/Waitress	7.94
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.76
09040 - Furniture Handler	11.34
09080 - Furniture Refinisher	15.76
09090 - Furniture Refinisher Helper	11.89
09110 - Furniture Repairer, Minor	13.64
09130 - Upholsterer	15.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	8.49
11090 - Gardener	12.03
11122 - Housekeeping Aide	8.49
11150 - Janitor	8.80
11210 - Laborer, Grounds Maintenance	9.99
11240 - Maid or Houseman	8.01
11260 - Pruner	9.15
11270 - Tractor Operator	11.63
11330 - Trail Maintenance Worker	9.99
11360 - Window Cleaner	9.08
12000 - Health Occupations	
12010 - Ambulance Driver	12.59
12011 - Breath Alcohol Technician	14.11
12012 - Certified Occupational Therapist Assistant	19.15
12015 - Certified Physical Therapist Assistant	16.79
12020 - Dental Assistant	11.68
12025 - Dental Hygienist	26.85
12030 - EKG Technician	21.38
12035 - Electroneurodiagnostic Technologist	21.38
12040 - Emergency Medical Technician	12.59
12071 - Licensed Practical Nurse I	12.61
12072 - Licensed Practical Nurse II	14.11

12073 - Licensed Practical Nurse III	15.73
12100 - Medical Assistant	10.71
12130 - Medical Laboratory Technician	11.47
12160 - Medical Record Clerk	12.61
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.15
12210 - Nuclear Medicine Technologist	31.01
12221 - Nursing Assistant I	8.42
12222 - Nursing Assistant II	9.46
12223 - Nursing Assistant III	10.34
12224 - Nursing Assistant IV	11.59
12235 - Optical Dispenser	13.16
12236 - Optical Technician	11.58
12250 - Pharmacy Technician	13.01
12280 - Phlebotomist	11.59
12305 - Radiologic Technologist	19.67
12311 - Registered Nurse I	20.07
12312 - Registered Nurse II	24.81
12313 - Registered Nurse II, Specialist	24.81
12314 - Registered Nurse III	33.04
12315 - Registered Nurse III, Anesthetist	33.04
12316 - Registered Nurse IV	36.89
12317 - Scheduler (Drug and Alcohol Testing)	17.49
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.01
13012 - Exhibits Specialist II	18.27
13013 - Exhibits Specialist III	22.28
13041 - Illustrator I	17.33
13042 - Illustrator II	21.09
13043 - Illustrator III	25.73
13047 - Librarian	19.29
13050 - Library Aide/Clerk	9.36
13054 - Library Information Technology Systems Administrator	20.49
13058 - Library Technician	11.65
13061 - Media Specialist I	11.40
13062 - Media Specialist II	12.75
13063 - Media Specialist III	14.22
13071 - Photographer I	15.07
13072 - Photographer II	17.59
13073 - Photographer III	21.42
13074 - Photographer IV	26.13
13075 - Photographer V	31.70
13110 - Video Teleconference Technician	14.40
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.14
14042 - Computer Operator II	15.36
14043 - Computer Operator III	18.14
14044 - Computer Operator IV	19.77
14045 - Computer Operator V	21.91
14071 - Computer Programmer I (1)	18.33
14072 - Computer Programmer II (1)	22.70
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	25.46
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.14

14160 - Personal Computer Support Technician	19.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.46
15020 - Aircrew Training Devices Instructor (Rated)	29.18
15030 - Air Crew Training Devices Instructor (Pilot)	32.10
15050 - Computer Based Training Specialist / Instructor	27.07
15060 - Educational Technologist	21.63
15070 - Flight Instructor (Pilot)	32.10
15080 - Graphic Artist	17.70
15090 - Technical Instructor	17.29
15095 - Technical Instructor/Course Developer	21.14
15110 - Test Proctor	13.58
15120 - Tutor	13.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.17
16030 - Counter Attendant	8.17
16040 - Dry Cleaner	10.66
16070 - Finisher, Flatwork, Machine	8.17
16090 - Presser, Hand	8.17
16110 - Presser, Machine, Drycleaning	8.17
16130 - Presser, Machine, Shirts	8.17
16160 - Presser, Machine, Wearing Apparel, Laundry	8.17
16190 - Sewing Machine Operator	11.65
16220 - Tailor	12.30
16250 - Washer, Machine	9.12
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.05
19040 - Tool And Die Maker	20.39
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.70
21030 - Material Coordinator	17.18
21040 - Material Expediter	17.18
21050 - Material Handling Laborer	11.67
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.70
21110 - Shipping Packer	11.74
21130 - Shipping/Receiving Clerk	11.74
21140 - Store Worker I	9.68
21150 - Stock Clerk	13.47
21210 - Tools And Parts Attendant	12.70
21410 - Warehouse Specialist	12.70
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23021 - Aircraft Mechanic I	22.55
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	24.82
23040 - Aircraft Mechanic Helper	15.54
23050 - Aircraft, Painter	19.26
23060 - Aircraft Servicer	17.91
23080 - Aircraft Worker	19.11
23110 - Appliance Mechanic	15.28
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	23.41
23130 - Carpenter, Maintenance	15.59
23140 - Carpet Layer	16.59
23160 - Electrician, Maintenance	18.42
23181 - Electronics Technician Maintenance I	16.25

23182 - Electronics Technician Maintenance II	23.20
23183 - Electronics Technician Maintenance III	25.14
23260 - Fabric Worker	14.74
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	13.66
23311 - Fuel Distribution System Mechanic	19.66
23312 - Fuel Distribution System Operator	14.94
23370 - General Maintenance Worker	14.89
23380 - Ground Support Equipment Mechanic	22.55
23381 - Ground Support Equipment Servicer	17.91
23382 - Ground Support Equipment Worker	19.11
23391 - Gunsmith I	13.50
23392 - Gunsmith II	15.65
23393 - Gunsmith III	17.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.53	
23430 - Heavy Equipment Mechanic	18.65
23440 - Heavy Equipment Operator	17.20
23460 - Instrument Mechanic	18.79
23465 - Laboratory/Shelter Mechanic	16.71
23470 - Laborer	10.37
23510 - Locksmith	15.23
23530 - Machinery Maintenance Mechanic	20.19
23550 - Machinist, Maintenance	17.37
23580 - Maintenance Trades Helper	11.89
23591 - Metrology Technician I	18.79
23592 - Metrology Technician II	19.92
23593 - Metrology Technician III	20.68
23640 - Millwright	17.69
23710 - Office Appliance Repairer	16.90
23760 - Painter, Maintenance	15.23
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.43
23820 - Pneudraulic Systems Mechanic	17.98
23850 - Rigger	17.45
23870 - Scale Mechanic	15.82
23890 - Sheet-Metal Worker, Maintenance	18.78
23910 - Small Engine Mechanic	14.43
23931 - Telecommunications Mechanic I	19.20
23932 - Telecommunications Mechanic II	19.95
23950 - Telephone Lineman	17.45
23960 - Welder, Combination, Maintenance	15.86
23965 - Well Driller	16.67
23970 - Woodcraft Worker	17.79
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.85
24580 - Child Care Center Clerk	11.05
24610 - Chore Aide	8.62
24620 - Family Readiness And Support Services Coordinator	10.43
24630 - Homemaker	12.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.57
25040 - Sewage Plant Operator	18.62
25070 - Stationary Engineer	21.57

25190 - Ventilation Equipment Tender	14.84
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.95
27007 - Baggage Inspector	10.33
27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	15.64
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	10.33
27102 - Guard II	15.64
27131 - Police Officer I	21.39
27132 - Police Officer II	22.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.80
28042 - Carnival Equipment Repairer	10.49
28043 - Carnival Equipment Worker	7.72
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	12.24
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	14.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.99
29020 - Hatch Tender	17.99
29030 - Line Handler	17.99
29041 - Stevedore I	16.76
29042 - Stevedore II	19.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	15.26
30022 - Archeological Technician II	17.06
30023 - Archeological Technician III	21.14
30030 - Cartographic Technician	22.08
30040 - Civil Engineering Technician	18.40
30061 - Drafter/CAD Operator I	14.87
30062 - Drafter/CAD Operator II	17.44
30063 - Drafter/CAD Operator III	19.44
30064 - Drafter/CAD Operator IV	22.08
30081 - Engineering Technician I	12.99
30082 - Engineering Technician II	14.59
30083 - Engineering Technician III	17.67
30084 - Engineering Technician IV	22.48
30085 - Engineering Technician V	24.74
30086 - Engineering Technician VI	29.93
30090 - Environmental Technician	18.58
30210 - Laboratory Technician	16.62
30240 - Mathematical Technician	22.08
30361 - Paralegal/Legal Assistant I	15.70
30362 - Paralegal/Legal Assistant II	18.96
30363 - Paralegal/Legal Assistant III	21.05
30364 - Paralegal/Legal Assistant IV	28.77

30390 - Photo-Optics Technician	22.08
30461 - Technical Writer I	16.49
30462 - Technical Writer II	20.17
30463 - Technical Writer III	24.40
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	17.73
30621 - Weather Observer, Senior (3)	19.71
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.89
31030 - Bus Driver	14.51
31043 - Driver Courier	11.04
31260 - Parking and Lot Attendant	8.40
31290 - Shuttle Bus Driver	11.99
31310 - Taxi Driver	9.67
31361 - Truckdriver, Light	11.99
31362 - Truckdriver, Medium	16.34
31363 - Truckdriver, Heavy	17.32
31364 - Truckdriver, Tractor-Trailer	17.32
99000 - Miscellaneous Occupations	
99030 - Cashier	8.09
99050 - Desk Clerk	8.86
99095 - Embalmer	23.16
99251 - Laboratory Animal Caretaker I	10.09
99252 - Laboratory Animal Caretaker II	10.57
99310 - Mortician	23.16
99410 - Pest Controller	13.92
99510 - Photofinishing Worker	10.52
99710 - Recycling Laborer	12.38
99711 - Recycling Specialist	14.03
99730 - Refuse Collector	11.09
99810 - Sales Clerk	10.95
99820 - School Crossing Guard	8.33
99830 - Survey Party Chief	17.20
99831 - Surveying Aide	12.25
99832 - Surveying Technician	15.63
99840 - Vending Machine Attendant	11.94
99841 - Vending Machine Repairer	14.44
99842 - Vending Machine Repairer Helper	11.94

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- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

<http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2563 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2563
Revision No.: 3
Date Of Revision: 05/29/2007

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.41
01012 - Accounting Clerk II	15.65
01013 - Accounting Clerk III	17.52
01020 - Administrative Assistant	21.44
01040 - Court Reporter	16.69
01051 - Data Entry Operator I	12.70
01052 - Data Entry Operator II	15.51
01060 - Dispatcher, Motor Vehicle	19.51
01070 - Document Preparation Clerk	13.20
01090 - Duplicating Machine Operator	13.19
01111 - General Clerk I	12.68
01112 - General Clerk II	14.80
01113 - General Clerk III	16.82
01120 - Housing Referral Assistant	18.21
01141 - Messenger Courier	11.90
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	15.13
01262 - Personnel Assistant (Employment) II	17.60
01263 - Personnel Assistant (Employment) III	19.61
01270 - Production Control Clerk	19.14
01280 - Receptionist	13.57
01290 - Rental Clerk	14.66
01300 - Scheduler, Maintenance	16.02
01311 - Secretary I	15.34
01312 - Secretary II	16.31
01313 - Secretary III	18.21
01320 - Service Order Dispatcher	17.07
01410 - Supply Technician	21.44
01420 - Survey Worker	16.69
01531 - Travel Clerk I	12.75
01532 - Travel Clerk II	13.70
01533 - Travel Clerk III	14.66

01611 - Word Processor I	14.81
01612 - Word Processor II	17.23
01613 - Word Processor III	20.52
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.82
05010 - Automotive Electrician	21.01
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	20.34
05110 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.92
07041 - Cook I	12.08
07042 - Cook II	13.20
07070 - Dishwasher	9.59
07130 - Food Service Worker	10.17
07210 - Meat Cutter	18.25
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09080 - Furniture Refinisher	21.06
09090 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.92
11090 - Gardener	14.37
11122 - Housekeeping Aide	10.92
11150 - Janitor	12.86
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.72
11260 - Pruner	10.88
11270 - Tractor Operator	13.50
11330 - Trail Maintenance Worker	13.01
11360 - Window Cleaner	13.55
12000 - Health Occupations	
12010 - Ambulance Driver	19.07
12011 - Breath Alcohol Technician	17.87
12012 - Certified Occupational Therapist Assistant	18.51
12015 - Certified Physical Therapist Assistant	19.00
12020 - Dental Assistant	17.22
12025 - Dental Hygienist	38.17
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	19.92
12071 - Licensed Practical Nurse I	15.97

12072 - Licensed Practical Nurse II	17.87
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	14.54
12130 - Medical Laboratory Technician	17.30
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.63
12195 - Medical Transcriptionist	17.12
12210 - Nuclear Medicine Technologist	31.90
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.02
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	14.50
12235 - Optical Dispenser	18.33
12236 - Optical Technician	15.73
12250 - Pharmacy Technician	15.97
12280 - Phlebotomist	14.50
12305 - Radiologic Technologist	29.57
12311 - Registered Nurse I	24.94
12312 - Registered Nurse II	30.42
12313 - Registered Nurse II, Specialist	30.42
12314 - Registered Nurse III	36.16
12315 - Registered Nurse III, Anesthetist	36.16
12316 - Registered Nurse IV	40.53
12317 - Scheduler (Drug and Alcohol Testing)	22.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	24.84
13013 - Exhibits Specialist III	30.56
13041 - Illustrator I	21.79
13042 - Illustrator II	24.84
13043 - Illustrator III	30.56
13047 - Librarian	27.90
13050 - Library Aide/Clerk	12.14
13054 - Library Information Technology Systems Administrator	17.80
13058 - Library Technician	16.37
13061 - Media Specialist I	14.62
13062 - Media Specialist II	16.37
13063 - Media Specialist III	18.24
13071 - Photographer I	17.61
13072 - Photographer II	22.56
13073 - Photographer III	24.83
13074 - Photographer IV	30.56
13075 - Photographer V	37.55
13110 - Video Teleconference Technician	18.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.49
14042 - Computer Operator II	17.62
14043 - Computer Operator III	20.26
14044 - Computer Operator IV	23.03
14045 - Computer Operator V	25.56
14071 - Computer Programmer I (1)	18.55
14072 - Computer Programmer II (1)	22.31
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62

14150 - Peripheral Equipment Operator	16.59
14160 - Personal Computer Support Technician	23.03
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.94
15020 - Aircrew Training Devices Instructor (Rated)	35.02
15030 - Air Crew Training Devices Instructor (Pilot)	38.52
15050 - Computer Based Training Specialist / Instructor	30.39
15060 - Educational Technologist	22.43
15070 - Flight Instructor (Pilot)	39.83
15080 - Graphic Artist	23.86
15090 - Technical Instructor	22.46
15095 - Technical Instructor/Course Developer	27.46
15110 - Test Proctor	17.80
15120 - Tutor	17.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.36
16030 - Counter Attendant	9.36
16040 - Dry Cleaner	11.82
16070 - Finisher, Flatwork, Machine	9.36
16090 - Presser, Hand	6.62
16110 - Presser, Machine, Drycleaning	9.36
16130 - Presser, Machine, Shirts	9.36
16160 - Presser, Machine, Wearing Apparel, Laundry	9.36
16190 - Sewing Machine Operator	12.64
16220 - Tailor	13.47
16250 - Washer, Machine	10.18
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.92
19040 - Tool And Die Maker	24.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.06
21030 - Material Coordinator	19.35
21040 - Material Expediter	19.35
21050 - Material Handling Laborer	15.41
21071 - Order Filler	12.19
21080 - Production Line Worker (Food Processing)	18.06
21110 - Shipping Packer	15.76
21130 - Shipping/Receiving Clerk	15.76
21140 - Store Worker I	13.96
21150 - Stock Clerk	17.62
21210 - Tools And Parts Attendant	18.57
21410 - Warehouse Specialist	18.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.01
23021 - Aircraft Mechanic I	23.82
23022 - Aircraft Mechanic II	25.01
23023 - Aircraft Mechanic III	26.26
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft, Painter	23.01
23060 - Aircraft Servicer	20.87
23080 - Aircraft Worker	22.05
23110 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	28.73
23130 - Carpenter, Maintenance	26.33
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	31.22

23181 - Electronics Technician Maintenance I	22.01
23182 - Electronics Technician Maintenance II	23.72
23183 - Electronics Technician Maintenance III	27.85
23260 - Fabric Worker	19.84
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	23.31
23312 - Fuel Distribution System Operator	19.82
23370 - General Maintenance Worker	18.24
23380 - Ground Support Equipment Mechanic	23.82
23381 - Ground Support Equipment Servicer	20.87
23382 - Ground Support Equipment Worker	22.05
23391 - Gunsmith I	20.03
23392 - Gunsmith II	22.45
23393 - Gunsmith III	24.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.63
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
25.39	
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	25.60
23460 - Instrument Mechanic	25.08
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	12.08
23510 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	23.93
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	18.47
23591 - Metrology Technician I	25.08
23592 - Metrology Technician II	25.85
23593 - Metrology Technician III	26.56
23640 - Millwright	24.46
23710 - Office Appliance Repairer	22.20
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	28.94
23810 - Plumber, Maintenance	26.93
23820 - Pneudraulic Systems Mechanic	24.25
23850 - Rigger	21.71
23870 - Scale Mechanic	22.45
23890 - Sheet-Metal Worker, Maintenance	23.77
23910 - Small Engine Mechanic	20.41
23931 - Telecommunications Mechanic I	24.25
23932 - Telecommunications Mechanic II	24.94
23950 - Telephone Lineman	22.58
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	24.25
23970 - Woodcraft Worker	24.25
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.15
24580 - Child Care Center Clerk	12.66
24610 - Chore Aide	9.96
24620 - Family Readiness And Support Services Coordinator	11.79
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.38
25040 - Sewage Plant Operator	25.38

25070 - Stationary Engineer	24.54
25190 - Ventilation Equipment Tender	18.82
25210 - Water Treatment Plant Operator	25.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.18
27007 - Baggage Inspector	11.69
27008 - Corrections Officer	22.62
27010 - Court Security Officer	25.57
27030 - Detection Dog Handler	11.69
27040 - Detention Officer	23.51
27070 - Firefighter	27.76
27101 - Guard I	11.69
27102 - Guard II	20.49
27131 - Police Officer I	27.56
27132 - Police Officer II	30.63
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.62
28042 - Carnival Equipment Repairer	12.07
28043 - Carnival Equipment Worker	10.26
28210 - Gate Attendant/Gate Tender	12.72
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	16.46
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	20.26
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.92
29020 - Hatch Tender	22.92
29030 - Line Handler	22.92
29041 - Stevedore I	20.34
29042 - Stevedore II	23.91
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.94
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.40
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.01
30021 - Archeological Technician I	18.36
30022 - Archeological Technician II	20.53
30023 - Archeological Technician III	25.44
30030 - Cartographic Technician	25.47
30040 - Civil Engineering Technician	25.47
30061 - Drafter/CAD Operator I	18.36
30062 - Drafter/CAD Operator II	20.56
30063 - Drafter/CAD Operator III	22.91
30064 - Drafter/CAD Operator IV	26.84
30081 - Engineering Technician I	15.92
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	20.17
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.31
30086 - Engineering Technician VI	36.67
30090 - Environmental Technician	21.72
30210 - Laboratory Technician	21.83
30240 - Mathematical Technician	24.40
30361 - Paralegal/Legal Assistant I	20.17
30362 - Paralegal/Legal Assistant II	24.90
30363 - Paralegal/Legal Assistant III	27.47

30364 - Paralegal/Legal Assistant IV	36.80
30390 - Photo-Optics Technician	25.47
30461 - Technical Writer I	23.71
30462 - Technical Writer II	28.99
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	21.57
30492 - Unexploded Ordnance (UXO) Technician II	26.10
30493 - Unexploded Ordnance (UXO) Technician III	31.28
30494 - Unexploded (UXO) Safety Escort	21.57
30495 - Unexploded (UXO) Sweep Personnel	21.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.32
30621 - Weather Observer, Senior (3)	20.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.39
31030 - Bus Driver	17.36
31043 - Driver Courier	13.66
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	11.82
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	19.00
31363 - Truckdriver, Heavy	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99030 - Cashier	11.54
99050 - Desk Clerk	10.81
99095 - Embalmer	22.09
99251 - Laboratory Animal Caretaker I	11.99
99252 - Laboratory Animal Caretaker II	12.77
99310 - Mortician	22.73
99410 - Pest Controller	15.16
99510 - Photofinishing Worker	12.87
99710 - Recycling Laborer	16.40
99711 - Recycling Specialist	17.08
99730 - Refuse Collector	15.18
99810 - Sales Clerk	12.56
99820 - School Crossing Guard	14.88
99830 - Survey Party Chief	24.57
99831 - Surveying Aide	12.87
99832 - Surveying Technician	19.31
99840 - Vending Machine Attendant	17.56
99841 - Vending Machine Repairer	17.65
99842 - Vending Machine Repairer Helper	17.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

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When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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QUALITY ASSURANCE
SURVEILLANCE PLAN (QASP)
FOR
Contract Employees
FOR
Federal Protective Service, DHS/ICE
FPS Seattle and Surrounding Areas – Region 10
And Colorado and Surrounding Areas – Region 8

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) has been developed to provide the Contracting Officer's Technical Representative (COTR) an effective and systematic surveillance method for each listed service in the FPS Contract Employees IDIQ contract.

Any non-conformance with contract requirements is a "defect". The term "defective" is used in reference to a service output that does not meet the requirements of the Statement of Work.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish and not the details of how the contractor accomplishes the work.

This QASP is based on the premise that the contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. Good management and use of an adequate quality control plan will allow the contractor to operate within specified performance requirements. COTRs are to be objective, fair, and consistent in evaluating contractor performance against the standards.

QUALITY ASSURANCE EVALUATOR SCHEDULE. The COTR, being co-located with the Contract Employees, will be in a position to continuously evaluate the quality of that persons performance.

2. SURVEILLANCE METHODS

A. 100% work product review. All work products will be reviewed by the government official they were prepared for any deficiencies will be reported to the COTR. The COTR will report deficiencies to the Contractor. The Contractor will remedy the defect within 24 hours. Attachment A contains a sample form for this purpose.

B. Customer Complaints. Customers that observe unacceptable services, either incomplete or not performed, should immediately contact the COTR who shall determine if the complaint is valid. If it is determined that the complaint is valid, the Contractor will be provided a copy of a memorandum for record and will annotate the corrective actions taken and return a memorandum for record within 24 hours of being notified of the defect. The COTR shall maintain all memorandums to ensure the contractor has taken appropriate actions to prevent the recurrence of defects. The COTR will consider customer complaints resolved unless notified otherwise by the customer. Attachment B contains a sample form for this purpose.

3. REVISIONS TO QASP. The QASP is intended to be a "living Document". That is, it should be revised or modified as circumstances warrant throughout the contract period. Revisions to this surveillance plan are the responsibility of the COTR's, the Contract Specialist, and the Contracting Officer with the Contracting Officer having sole written authority.

4. ADDITIONAL GUIDANCE. For additional guidance, refer to FPS Contract Employees Statement of Work

5. SURVEILLANCE GUIDES

A. Contract Employees IDIQ Contract SERVICES SURVEILLANCE GUIDE # 1

1. **Method of Surveillance:** 100% Work product review.
2. **Performance Requirement:** As stipulated in the Statement of Work and Service Delivery Summary.
3. **Inspection Procedure:** The COTR will monitor work products in accordance with the surveillance schedule. Defects will be recorded in a timely manner and forwarded to the Contracting Officer immediately. The COTR will use past documentation to ensure the contractor has taken appropriate action(s) to prevent the recurrence of defects and for Contractor Performance Assessment Rating information.

B. Contract Employees IDIQ Contract SERVICES SURVEILLANCE GUIDE # 2

Services Delivery Summary (Performance Objectives)

1. **Method of Surveillance:** Customer Complaint.
2. **Performance Requirement:** As stipulated in the Statement of Work and Service Delivery Summary.
3. **Inspection Procedure:**

Customer Complaint: Any customer that observes unacceptable services, either incomplete or not performed, listed in the Services Delivery Summary should immediately contact the COTR and he/ she shall determine the validity of the complaint and complete a memorandum for record (completed in 2 copies). The COTR should inform the customer of the approximate time the defect(s) will be corrected and advise the customer to contact him/ her if not corrected. The COTR will consider customer complaints resolved unless notified otherwise by the customer. The COTR shall notify the contractor via memorandum for record. The contractor will be given twenty four hours to correct or otherwise resolve the unacceptable performance. If the contractor disagrees with the complaint after investigation and challenges the validity of the complaint, the contractor will notify the COTR. The COTR will conduct an investigation. If the COTR determines the complaint to be invalid, he/ she will document the memorandum with the findings and notify the customer. The COTR will retain the annotated copy of the memorandum in his/ her files. If after investigation the COTR determines the complaint to be valid, he/ she will inform the contractor and the contractor will be given an additional 24 hours to correct or resolve the defect. A defect will not be recorded for payment purposes if proper and timely resolution of the unacceptable condition(s) is accomplished. Within twenty four hours of receipt the contractor shall return a memorandum with actions taken, to the COTR, who will file the memorandum.

Amendment 1

The COTR will use past documentation to ensure the contractor has taken appropriate action(s) to prevent the recurrence of defects and for Contractor Performance Assessment Rating information.

SERVICE DELIVERY SUMMARY (SDS)

Performance Objective	Paragraph	Performance Threshold	Surveillance Method
Establishment and management of filing system	1.1.1	Files are orderly and allow for the quick retrieval of information contained therein, as requested by authorized personnel, within one business day of request.	100% work product review
Office Supplies	1.1.2	Prevents the absence of necessary office supplies with no more than 2 instances of shortage each year. This Threshold also applies to the security inventory items for positions categorized as Functional Area 4.	100% work product review
Staffing of reception area	1.1.3	Physical presence is required at staffing area during hours of work to greet and assist clients, visitors and vendors, and receive materials and information. 95% accuracy in receiving information and providing messages to personnel.	Customer Complaint
Organization and coordination of office and staff activities	1.1.4	Balancing activities to ensure office activities and staff appointments are provided to FPS personnel at least one hour before scheduled appointment.	Customer Complaint
Preparation, review and maintenance of time and attendance for FPS staff	1.1.5	100% accurate reporting of time and attendance as provided by FPS personnel, with no more than one revision after review by supervisory personnel.	100% work product review
Assist FPS personnel in preparation, review and submission of documents and reports.	1.1.6	Preparation of accurate documents and reports with no more than two reviews necessary by author.	100% work product review

Research, assemble and organize materials and reports	1.1.7	Preparation of organized, accurate documents and reports with no more than two reviews necessary.	100% work product review
Utilization of databases and spreadsheets through entry of information, editing and retrieval	1.1.8	Using databases and spreadsheets, enters, edits and/or retrieves information within one business day of request.	100% work product review
Computer proficiency in Windows Office program	1.1.9	Produces documents from office programs with no more than two reviews and/or or corrections necessary.	100% work product review
Facilitate Daily Mail	1.1.12	Incoming Mail shall be time/date stamped 100% of the time and distributed within 3 days of receipt. Outgoing mail shall be done daily.	Customer Complaint
Payroll	1.1.13	It is imperative that payroll is entered each pay period with 100% accuracy; failure to do so directly impacts Federal Employee's pay. Audits must be 95% accurate and completed as directed.	100% work product review
Coordinate Travel via web-based Government systems and Microsoft Outlook	1.1.14	Creates travel arrangements for up to 4 executive staff members in accordance with agency requirements with 100% accuracy.	100% work product review
Execute moderate to complex administrative activities	1.2.1	Demonstrates extreme attention to detail in FFMS with 95% accuracy.	100% work product review
Oversee invoice process	1.3.1	All invoices follow established process with no more than one deviation per year. Tracking sheets and files are current at all times with no more than two instances of neglect per year.	100% work product review
Maintain Invoice/Budget files	1.3.2	Files are current within 30 days of any given date.	100% work product review
Performs research on	1.4.3	Performs research on a requested	100%

various security-related topics via the Internet/periodicals and presents findings.		topic; presents results that are completed with care and comprehensive (95% of the information readily available).	work product review
Compiles sensitive data/documents	1.4.4	Documents and basic reports are completed with 90% accuracy, within 3 business days.	100% work product review
Maintains a Desk Guide/Information Manuel, which covers the position's tasks and current activities	1.4.5	The Guide shall be updated on a monthly basis.	100% work product review
Receives security paperwork and orchestrates the production/distribution of key cards.	1.4.7	Key cards are ready to be distributed within 3 business days of receipt of complete and accurate paperwork	Customer Complaint
Submit paperwork to the Central Violations Bureau	1.4.8	CVB paperwork shall be submitted within 5 business days of request.	100% work product review
Route communications and filing	1.4.9	Each document shall be filed within 30 days of the date of the document.	100% work product review
Incident Reports	1.4.10	Incident Reports are routed in confidence without discussion or gossip surrounding the incident.	Customer Complaint

Date: _____

Attachment B
Quality Assurance Monitoring Form –
Customer Complaint Investigation

Service or
Standard _____

Survey Period: _____

Date/ Time Complaint Received _____ am/pm

_____ (Name)
_____ (Organization)
_____ (Phone Number)
_____ (Email)

Nature of Complaint:

Results of Complaint Investigation:

Date/Time Service Provider Informed of Complaint: _____ am/pm
Corrective Action Taken by Service Provider

Received/Validated by: _____

Prepared by: _____

Date: _____

Wage Breakdown Example

Company Name
Contract Number
Wage Determination
Labor Code

A. Straight Wage Paid to Employee	B. Fringe	C. Total Wage (A+B)	E. Payroll taxes (C*D)	F. Wage plus taxes (C+E):	G. Overhead or G&A/Profit %	H. Fully Burdened Wage Rate (G*F)
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$ -

Payroll Taxes & Burden	Percent
FICA	0.00%
FUTA	0.00%
SUI	0.00%
W/C	0.00%
GL	0.00%

Total: D	0%
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